

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED THAT SECTION 235-30 (C) (2) & SECTION 235-30 (C) (3) is

hereby amended to read as follows:

§ 235-30. Restrictions on quantity of refuse

C. Special collection for designated materials.

Trees, branches, etc. Trees, tree branches, large bushes, logs, etc., not reduced to size nor bundled as provided in § 235-23 shall only be collected by special collection at charges herein provided, and then only when the material can be readily loaded on the collection vehicle by two men.

(1) Other materials. Other materials not specifically provided for herein may, on application to the Department of Public Works, be accepted in its discretion for special collection at charges herein provided;

(2) Bedding and mattresses, provided they are completely wrapped in plastic to prevent the communication of infectious or contagious diseases;

(3) Other materials. Other materials not specifically provided for herein may, on application to the Department of Public Works, be accepted in its discretion for special collection at charges.

(Underlined text is to be added and struck through text is to be deleted)

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED, that the City Council hereby amends Sec. 265-43 Schedule XI: Parking Prohibited at All Times to the Code of Ordinances, as it relates to Wolfle Street, as follows:

Amended

§265-43 Schedule XI: parking Prohibited at All Times

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Wolfle Street	West	From Bella Vista to a point 45 feet north therefrom

Resolution offered by Mayor Tenke and seconded by _____

Resolution authorizing the City Council to accept the Final Generic Environmental Impact Statement (FGEIS) for the Brownfield Opportunity Area (BOA) Step III Implementation Strategy for the Orchard Neighborhood and Sea Cliff Avenue Corridor as complete and adequate, and to establish a 10-day FGEIS consideration period for agencies and the public

WHEREAS, on May 28, 2019, the City of Glen Cove (the “City”) accepted the Draft Generic Environmental Impact Statement (“DGEIS”) for the Brownfield Opportunity Area (“BOA”) Step III Implementation Strategy for the Orchard Neighborhood and Sea Cliff Avenue Corridor as adequate in scope and content to commence public review; and

WHEREAS, the Step III Implementation Strategy and DGEIS were made available to involved and interested agencies and the public for review and consideration; and

WHEREAS, a public hearing was held on June 27, 2019 to hear all comments on the Step III Implementation Strategy and DGEIS; and

WHEREAS, the required written comment period was provided and the proposed action was properly noticed as required by the State Environmental Quality Review Act (“SEQRA”); and

WHEREAS, the City has considered all relevant and substantive written and verbal comments received with regard to the proposed action, and a Final Generic Environmental Impact Statement (“FGEIS”) has been prepared to provide responses to all comments and to comply with the requirements of SEQRA;

NOW, THEREFORE, BE IT RESOLVED, that the City Council has reviewed the FGEIS and hereby finds that the FGEIS is accurate, adequate, and complete and appropriately responds to the comments received on this matter, and the City Council hereby accepts the FGEIS; and

BE IT FURTHER RESOLVED, that the Council provides a 10-day FGEIS consideration period from the time that it is filed, which is scheduled to end at the close of business on Friday, October 4, 2019; and

BE IT FURTHER RESOLVED, that copies of the FGEIS are to be made available on the City’s website and at the City Clerk’s office, a copy will be sent to the New York State Department of State (“NYS DOS”) as an involved agency, and an electronic link to the FGEIS will be sent to interested agencies; and

BE IT FURTHER RESOLVED, that a New York State Department of Environmental Conservation (“NYS DEC”) Environmental Notice Bulletin (“ENB”) FGEIS Notice of Completion will be filed.

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

Resolution authorizing the City Council to accept the proposal of GZA GeoEnvironmental of New York for professional planning and environmental consulting services for the Western Gateway Climate Vulnerability Assessment and Adaptation Strategies

WHEREAS, the City of Glen Cove Community Development Agency (“CDA”) and Purchasing Agent were authorized to advertise a Request for Proposals from planning and environmental consulting firms to provide professional planning services for preparation of the Western Gateway Climate Vulnerability Assessment and Adaptation Strategies; and

WHEREAS, the New York State Department of Environmental Conservation (“NYSDEC”) contract number for this project is DEC01-T00480GG-3350000 and was approved as Glen Cove City Resolution 6G on June 27, 2017; and

WHEREAS, the professional planning services for the Western Gateway Climate Vulnerability Assessment and Adaptation Strategies is funded through the above-stated NYSDEC contract, with \$50,000 in State funding and a City share of \$50,000 that will be in-kind services; and

WHEREAS, after review and evaluation of proposals submitted by qualified responders by the Selection Committee and an interview held with GZA GeoEnvironmental of New York (“GZA”), GZA is determined to be the most qualified firm having appropriate project staffing, experience with projects of similar scale and nature, and understanding of applicable requirements; and

WHEREAS, the value of the proposal submitted by GZA shall not exceed \$50,000; and

WHEREAS, the first phase of the project has a total cost not to exceed \$20,000, and the start of each phase of the project by GZA will be contingent upon A Notice to Proceed issued for each phase of work; and

WHEREAS, with due deliberation and consideration the Selection Committee, with the concurrence of the City Council, has determined and concluded it is in the best interests of the City to accept the proposal of GZA; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with GZA GeoEnvironmental of New York, having an office at 104 West 29th Street, 10th Floor, New York, NY 10001 in an amount not to exceed \$50,000.

Resolution 6E

Resolution offered by Mayor Tenke Seconded by _____

RESOLUTION AUTHORIZING THE CANCELLATION OF A TAX LIEN

WHEREAS, City of Glen Cove conducts an auction of its property tax liens for the City of Glen Cove and School tax in the June of each year; and

WHEREAS, City of Glen Cove auctioned and sold a lien for the unpaid school tax under certificate # 27107-2006 in June of 2007 for Section 31, Block 69, Lot 35;

WHEREAS, the City of Glen Cove subsequently discovered that the property subject to the lien and the amount due therein was properly apportioned among several taxpayers and that a tax bill for the property should not have been created or issued by the City of Glen Cove therein;

WHEREAS, the City of the Glen Cove desires to cancel the tax lien issued by the City for the;

NOW, THEREFORE BE IT RESOLVED by the Glen Cove City Council as follows:

1. The tax lien issued under certificate # 27107- 2016 by the City of Glen Cove for School tax for parcel Section 31, Block 69, Lot 35 is hereby cancelled;
2. The Controller is hereby authorized to enter the lien as cancelled in the tax rolls of the City of Glen Cove.

Resolution offered by Mayor Tenke and seconded by _____

**RESOLUTION AUTHORIZING THE AMENDMENT OF RESOLUTION 6Z,
ADOPTED AUGUST 27, 2019, REGARDING THE APPOINTMENT OF
SPECIAL COUNSEL**

WHEREAS, an Article 78 Proceeding was filed in the Supreme Court of Nassau County, In the Matter of the application of Sandra Yu - Clarson v. City of Glen Cove and Timothy Tenke under Index 00902/2019; and

WHEREAS, City Council feels that the Mayor should have special counsel appointed to represent his interests in the within matter; and

WHEREAS, the City Council previously passed a resolution on August 27, 2019 appointing the Law Offices of Ogeltree & Deakins to represent the Mayor in the above titled action; and

WHEREAS, the Law Offices of Ogeltree & Deakins has declined to represent the Mayor in the above titled action; and

WHEREAS, the Mayor would like to substitute the Law Offices of Harris Beach to provide representation in the above titled action; and

NOW, THEREFORE BE IT RESOLVED by the Glen Cove City Council as follows:

1. The Law Offices of Harris Beach is hereby substituted for Ogletree Deakins and the Mayor is hereby authorized to execute a retainer agreement with Harris Beach with an hourly rate not to exceed the sum of \$225.00 per hour for their representation in the matter;
2. The appointment of special counsel for the Mayor herein shall be limited to the within Article 78 proceeding titled Sandra Yu - Clarson v. City of Glen Cove and Timothy Tenke under Index 00902/2019.

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the Mayor is hereby authorized to enter into a lease agreement with Northeastern Office Equipment, for a 25 PPM Digital Color System Copier, for Glen Cove EMS, in the amount of \$79.00 per month, for a five (5) year term.

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Software Consulting Associates, Inc., to provide an upgrade to the City's tax system, for a one-time upgrade fee of \$34,000 and with an annual maintenance and support fee of \$10,200.00, effective for a three (3) year term.

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby adopts a Procurement Policy and Procedures for the City of Glen Cove.

(See Attached)

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council approve Budget Transfers and Amendments as submitted and reviewed by the Mayor's Office.

(See Attached)

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby to enter into an agreement with CPS Optical as the provider of Vision Coverage for the Police Department.

Budget Line A9010-57168

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council authorize Management employees to be covered under the PBA agreement for vision and dental insurance rather than the CSEA agreement.

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the following claims in full and final settlement:

Name	Claim Number	Amount
Dale Roberts	19-2690	\$3,057.47

Resolution 6N

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove Downtown BID to hold their annual Halloween Parade and closing of certain streets, October 26, 2019, with a rain date of November 2, 2019, 1:00 p.m. to 3:30 p.m.

Resolution 6O

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Bully Proof Project and Glen Cove Youth Bureau to erect twenty (20) lawn signs, September 21, 2019 through October 6, 2019, to advertise their annual “Hit the Trails Against Bullying”.

Resolution 6P

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Congregation Tifereth Israel to erect twenty (20) lawn signs, October 26, 2019 through November 12, 2019, to advertise their annual “Tag Sale”.

Resolution 6Q

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Parks and Recreation to hold their annual “Howl-O-Ween” Pet Parade on October 27, 2019 from 10:00 a.m. to 2:00 p.m. and the closing of the certain streets.

Resolution 6R

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Spiro Tsirkas to attend Long Island Cares Conference, held at the Hilton Long Island, Melville, New York, October 11, 2019, in the amount of approximately \$40.00.

Funding: A7050-55411

Resolution 6S

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Jacquelyn Yonick to attend Youth Development Conference, held in Albany, New York, October 7 – 8, 2019, in the amount of approximately \$179.00.

Funding: A7050-55411

Resolution 6T

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Alessandra Potter to attend Youth Development Conference, held in Albany, New York, October 7-8, 2019, in the amount of approximately \$304.00.

Funding: A7050-55411

Resolution 6U

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Yelena Quiles to attend Procurement Center of Excellence How to Use State Contracts More Effectively Seminar, held in Rockland County, September 19, 2019, in the amount of approximately \$72.52.

Funding A131-55442

Resolution 6V

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Thomas Ulster EMS, to attend Vital Signs Conference, held in Buffalo, New York October 24 to October 27, 2019 in the amount of approximately \$1,661.20.

Funding A4540-55442

Resolution 6W

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Gerard Desmond EMS, to attend Vital Signs Conference, held in Buffalo, New York October 24 to October 27, 2019 in the amount of approximately \$1,596.00.

Funding: A4540-55442

Resolution 6X

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Rocco Graziosi, DPW, to attend Certified Storm-water Inspector Class, held in Newark, New Jersey, October 3rd and 4th 2019 in the amount of approximately \$557.48

Funding: A1490-55238

Resolution 6Y

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove Democratic Committee to erect temporary political signs.

1 Lamarcus Avenue
176 Glen Cove Avenue
232 Glen Cove Avenue

Resolution 6Z

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Marsh Silverman to erect temporary political signs at the following locations, September 19, 2019 through November 12, 2019:

5 & 7 Cedar Swamp Road
203 Glen Cove Avenue
187 Glen Cove Avenue
65 Glen Cove Avenue
155 Sea Cliff Avenue
19 Arbor Pl
93 Walnut Rd
165 Landing Rd
15 Germaine St
17 Albin St
23 Eldridge Pl
117 Shore Rd
113 Landing Rd
15 Rooney Ct

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby promotes James Matthews to Water Plant Operator, with Water Department, at an annual salary of \$50,683 (Grade 12 Step 1), effective September 25, 2019.

Budget Line: A7036-51120

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Agatha Nadel as a part-time Recreation Leader with the Senior Center Adult Day Care Program, with the Senior Center, at a rate of \$14.00 per hour effective September 25, 2019.

Budget Line: A7036-51120

Resolution 7C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Phillip W. Grella Jr. as a part-time Fire Alarm Dispatcher – Caretaker, with the Fire Department, at \$18.00 per hour effective September 25, 2019.

Budget Line A3410-51120

Resolution 7D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Noah D. Taylor, John A. Brandt and Jonathan Romero as part-time Crossing Guard, with Auxiliary Police, at \$10.00 per hour effective September 25, 2019.

Budget line A3310-51120

Resolution 7E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint **TBA** as part-time Clerk, with Department of Public Works, at \$16.00 per hour, effective September 25, 2019.

Budget line A12490-51120

Resolution 9A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amends the following Youth Bureau person's hourly salary as indicated, effective August 28, 2019:

<u>Name</u>	<u>From</u>	<u>Amended To</u>	<u>Budget Line</u>
Elizabeth Vignali	\$10.00 per hour	\$15.00 per hour	A7050-51120
Anthony DeLuca	\$7.00 per hour	\$7.75 per hour	A7050-51120
Maria Gutierrez	\$7.00 per hour	\$7.75 per hour	A7050-51120
Allyna James	\$7.00 per hour	\$7.75 per hour	A7050-51120
Giselle Salinas	\$7.00 per hour	\$7.75 per hour	A7050-51120
Miranda Weiser	\$7.00 per hour	\$7.75 per hour	A7050-51120

Resolution 9B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amends the salary of Ellen Merkel, Police Department Crossing Guard, to \$50.00 per day effective October 2, 2019.

Budget Line A3120-51120

**DRAFT CONSULTANT CONTRACT
BETWEEN THE CITY OF GLEN COVE
AND GZA GEOENVIRONMENTAL OF NEW YORK**

AGREEMENT dated as of the **(INSERT DAY)** day of **(INSERT MONTH)**, 2019, between the City of Glen Cove, a Municipal Corporation duly created and existing under the laws of the State of New York, having its office located at City Hall, 9 Glen Street, Glen Cove, New York 11542 (hereinafter referred to as "City"), and GZA GeoEnvironmental of New York, a corporation under the laws of the State of New York, having its office at 104 West 29th Street – 10th Floor, New York, NY 10001 (hereinafter referred to as "Consultant").

W I T N E S S E T H:

WHEREAS, the City requires the services of a professional planning and environmental consultant to perform services as described for the Western Gateway Climate Vulnerability Assessment and Adaptation Strategies (the "Project", as described in Appendix A attached hereto); and

WHEREAS, the City requires the services of a professional planning and environmental consultant to perform services as described in Appendix A attached hereto; and

WHEREAS, the Consultant is qualified and experienced in performing such services;

WHEREAS, the Consultant was selected from a competitive procurement process;

WHEREAS, the aforesaid services will be funded in part from a Climate Smart Communities Grant administered by New York State Department of Environmental Conservation ("NYSDEC") with NYSDEC contract number DEC01-T00480GG-3350000;

NOW, THEREFORE, the parties agree as follows:

1. Term.

This Agreement shall commence on the date that it is executed by the City and the Consultant (the "Commencement Date") and terminate on the 14th day of March, 2023 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing the City shall, in its sole discretion, have the right to extend this Agreement by delivering a notice of extension to the Consultant at least thirty (30) days prior to the Expiration Date. The extended Agreement shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. The Consultant may apply for an Agreement extension in a written notice to the City at least thirty (30) days prior to

the date of expiration fixed by the terms of this Agreement.

2. Services to be Performed

The Consultant shall perform the services described in the Scope of Services (Appendix A) annexed hereto and made a part hereof in conformance with the provisions of this Agreement and in conformance with signed amendments as may be agreed to between the parties to this Agreement.

3. Responsibility of Consultant.

(a) The Consultant shall be responsible for the professional quality, technical accuracy and all other services provided by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the services as may be required to complete the Project.

(b) Neither the City's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(c) All services required shall be performed personally by the Consultant and/or the subcontractors that are part of the Fee Schedule (Appendix C). None of the work or services performed under this Agreement shall otherwise be subcontracted without the City's prior written approval.

(d) The Consultant may have to conduct site visits and meet with such appropriate City personnel and agents as the City deems necessary to carry out this Agreement.

(e) The Consultant, in coordination with the City, must ensure that any materials, printed, constructed, and/or produced which are funded in whole or in part through any activity supported under the Western Gateway Climate Vulnerability Assessment and Adaptation Strategies Project must acknowledge the support of the New York State Department of Environmental Conservation.

(f) The Consultant will regularly advise the City of the status of the Project, and will coordinate its activities with the City and accommodate other City activities in the project area. The Consultant and City shall each designate an authorized representative to be available for consultation, assistance and coordination of activities.

4. City's Responsibilities.

(a) City agrees to provide information in its possession including studies, available descriptive information about the project area, prior site evaluations and current conditions.

(b) City will cooperate with the Consultant to complete the Project in a timely, efficient, and cost-effective manner. City shall designate an authorized representative familiar with the Project who shall be available to the Consultant and who has the authority to make all decisions required to assure that the Consultant can provide the services per this Agreement.

5. Permits and Other Approvals.

Unless specified otherwise the Consultant shall obtain in City's name all permits and approvals required for the Project.

6. Time of Performance.

(a) The services shall commence at the time that the Consultant is notified to proceed and will continue through completion of the project pursuant to the proposed project Work Schedule. The start of each phase of work for the project by the Consultant shall be contingent upon a written Notice to Proceed directive issued for Task(s) in the attached Scope of Services (Appendix A).

(b) Within two (2) weeks of the Consultant's receipt of said notice, a critical path method (CPM) Work Schedule detailing all phases of work as outlined in the attached Scope of Services (Appendix A) and benchmark dates for completion of same, shall be submitted to the City for review and approval. The Work Schedule shall become an amendment to this Agreement (Appendix B).

(c) The work shall be performed under the direction of the City of Glen Cove and in accordance with Article 1 of this Agreement. The Consultant shall not commence work on Tasks of the Project without the written approval of the City.

7. Compensation.

(a) It is understood and agreed that the maximum to be paid the Consultant for its services under and specific to this Agreement shall not exceed **\$50,000** per the Fee Schedule (Appendix C) attached hereto and made a part hereof. The Fee Schedule shall contain a detailed fee proposal including the Consultant and subconsultants. This fee proposal shall include manpower estimates (number of hours for each staff member) for each phase of work per the Scope of Services and an hourly rate schedule.

(b) The City shall not be responsible for insurance, payroll taxes or fringe benefits.

(c) The multipliers for overhead costs and fee included in the hourly billing rates in the fee schedule shall not exceed 2.8 percent.

8. Method of Payment.

(a) Payments to the Consultant will be made in accordance with the terms of City requirements. All invoices must be accompanied by signed timesheets, City claim vouchers, and other appropriate supporting documentation as requested by the City.

(b) The City's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice and originally signed voucher after services are performed or goods delivered. Payment for services performed to the satisfaction of the City shall be made on a monthly basis in the ordinary course of business upon receipt of duly authenticated invoices and vouchers. Receipts for all non-personal expenses must be attached for such expenses to be eligible for reimbursement. Ten (10) percent of the Agreement amount will be retained for up to 60 days after the final product has been delivered in order to ensure full compliance with Agreement guidelines.

9. Additional Rights and Remedies.

The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.

10. Independent Contractor.

The relationship of the Consultant to the City arising out of this Agreement is that of an independent contractor. The Consultant shall have no power or authority to act for, represent or bind the City in any manner, and shall not be entitled to any life insurance, health insurance, pension benefits or other benefits afforded to the regular employees of the City.

11. Delays.

The City shall have the right to delay, postpone or suspend the services of the Consultant at any time and for any reason deemed to be in the best interest of the City. In such event, the Consultant shall be paid such sums as shall be determined by the City to be due and owing for services actually rendered to the date of delay, postponement or suspension, based on the staff time performed to that date. Such delay, postponement or suspension shall not give rise to any cause of action for damages or for extra remuneration against the City.

12. Termination.

(a) The City may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, either for the City's convenience or because of the failure of the Consultant to

fulfill its Agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the City, an equitable adjustment in compensation shall be made, but no amount shall be allowed for anticipated profit or unperformed services. The Consultant will be paid for its services based on the staff time performed up to the date of termination.

(c) If the termination is due to the failure of the Consultant to fulfill its Agreement obligations in a timely and proper manner as provided for in this Agreement, the Consultant shall be liable to the City for any additional cost incurred by the City to correct the Consultant's errors.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in compensation shall be made as provided in Paragraph (b) of this clause.

13. Changes.

(a) The City may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement.

(b) No services for which an additional cost or fee will be charged by the Consultant shall be furnished without prior written authorization from the City.

14. Assignability.

Other than as described in the Consultant's proposal to the City, the Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto, provided, however, that claims for money due to the Consultant from the City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, and until such notice is received, the assignment shall be ineffective against the City.

15. Interest of Consultant.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

16. Property Rights.

All work produced, and the product of all services rendered by the Consultant pursuant to this Agreement, shall be the property of the City. The Consultant agrees that any work based on the services rendered under this Agreement shall be kept in confidence and not be released, published, or disseminated in any form without the consent in writing of the City.

17. Right to Data.

The City shall have unlimited rights, for the benefit of the City, to all drawings, designs, specifications, notes, reports, summaries, estimates and other work developed in the performance of this Agreement, without additional cost to the City; and with respect thereto, the Consultant agrees to and does hereby grant to the City a royalty-free license to all such data which it may cover by copyright and to all designs as to which it may assert any rights or establish any claim under the design patent or copyright laws. The Consultant, for a period of three (3) years after completion of the project, agrees to furnish and to provide access to the original or copies of all such materials at the request of the City.

18. Disputes.

Pending final decision or determination by a court of competent jurisdiction of a dispute arising under this Agreement, the Consultant shall proceed diligently with performance in accordance with the Agreement and in accordance with the City's direction.

19. Final Payment.

Prior to final payment under the Agreement, or prior to settlement upon termination of the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the City a release of all claims against the City arising under or by virtue of this Agreement.

20. Non-Discrimination and Affirmative Action.

(a) Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the City and Consultant will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-

discrimination on the basis of prior criminal conviction and prior arrest. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

(b) The Consultant must comply with all affirmative action policies mandated by the Federal, State and local government.

21. Consulting Liability.

The Consultant will be responsible for all damage to life and property to the extent caused by the negligent acts, errors, or omissions of the Consultant, the Consultant's subcontractors, or employees in the performance of service under this Agreement.

The Consultant shall indemnify and save harmless the City from claims, suits, actions, damages, and costs to the extent caused by the negligent performance of the services of the Consultant under this Agreement. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the Consultant's failure to meet professional standards and resulting in obvious and patent errors in the progression of the Consultant's work. Nothing in this Agreement shall create or give to third parties any claim or right of action against the City beyond such as may legally exist irrespective of this Agreement.

22. Insurance.

The Consultant shall not commence any work, and the Consultant shall not permit any employee or subcontractor to commence any work until satisfactory proof of carriage of all required forms of insurance, as set forth below, are submitted to and approved by the City.

(a) Commercial General Liability Insurance

The Consultant shall take out and maintain during the life of this contract such Commercial General Liability Insurance as will protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by itself or by its subconsultant, or by any directly or indirectly employed by either of them. The City of Glen Cove and Glen Cove Community Development Agency (CDA) shall be named as "additional insured" on all required liability insurance policies. The amounts of such insurance shall be as follows:

Commercial General Liability Insurance in an amount of not less than One Million and 00/100 (\$1,000,000.00) Dollars for bodily injuries, including wrongful death to any one person, Two Million and 00/100 (\$2,000,000.00) Dollars for each occurrence, and Five Million and 00/100 (\$5,000,000.00) Dollars General aggregate.

Property Damage Insurance in an amount of not less than One Hundred Thousand and 00/100 (\$100,000.00) Dollars for damages on account of any one accident and Two Hundred Thousand and 00/100 (\$200,000.00) Dollars aggregate during the policy period.

(b) Workers' Compensation Insurance

The Consultant shall take out and maintain, during the life of this contract, Workers' Compensation Insurance for all his employees employed at the site of the project and in case of any of the work being sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees.

(c) Business Automobile Liability

The Consultant shall maintain Business Automobile Liability with a limit of not less than One Million and 00/100 (\$1,000,000.00) Dollars ~~each-accident~~ combined single limit. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired, and non-owned vehicles.

(d) Professional Liability

The Consultant shall maintain Professional Liability insurance with a limit of not less than One Million and 00/100 (\$1,000,000.00) Dollars per claim during and for a period of three years after completion of the contract for the project.

(e) Proof of Carriage of Insurance and Other Requirements

The Consultant shall furnish the City with certificates of insurance for each type of insurance required, indicating the City and CDA as certificate holder and additional insured (except for Workers' Compensation, Automobile Liability, and Professional Liability policies).

All certificates and insurance policies shall bear the policy numbers, the expiration date of the policies and the limits of liability required herein. Both the certificates and the policies shall be endorsed in accordance with the policy provisions and requirements herein, except for the notice of cancellation (the policy related to notice of cancellation does not need to be endorsed). The Consultant shall provide the City with notice of cancellation at least ten (10) days prior to the actual date of such cancellation. ~~On an annual basis, the Consultant shall provide a guarantee in writing of~~

~~one (1) year of insurance coverage. The Consultant shall guarantee a year's worth of insurance coverage, renewed each year, and provide this in writing to the City on an annual basis.~~

Failure to maintain the required insurance shall be grounds for termination for default.

This Agreement shall be void and of no effect unless the Consultant procures the required insurance policies and maintains them until completion of the work or acceptance by City, whichever is later.

The insurance policies should be provided by insurance companies licensed to do business in the State of New York.

23. Controlling Law.

This Agreement is to be governed by the laws of the State of New York.

24. Successors and Assigns.

(a) The City and Consultant each is hereby bound, and the partners, successors, executors, administrators and legal representatives of the City and Consultant (and to the extent permitted by Paragraph (b) below, the assigns of the City and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

(b) Other than as indicated in the Consultant's proposal to the City, neither the City nor Consultant shall assign, sublet or transfer any rights under, or interest in (including, but without limitation, moneys that may become due or moneys that are due), this Agreement without written consent of the other, or execute to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this paragraph shall prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in the performance of services hereunder.

(c) Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Consultant and not for the benefit of any other party.

25. Order of Precedence.

The Consultant shall follow the order of precedence below regarding guidelines pursuant to this Agreement:

- (a) New York State Department of Environmental Conservation (NYSDEC) guidelines, including but not limited to NYSDEC contract number DEC01-T00480GG-3350000;
- (b) City of Glen Cove guidelines;
- (c) Any and all questions on conflicting guidance shall be directed to the attention of the Glen Cove Community Development Agency Executive Director in writing by the Consultant.

26. Code of Ethics.

The Consultant specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State, or Municipal officers and employees.

27. Covenant against Contingent Fees.

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

28. Subcontractors/Subconsultants.

All subcontractors and subconsultants performing work on this project shall be bound by the same required Agreement provisions as the Consultant. All agreements between the Consultant and subcontractor or other subconsultant shall be subject to review by the City.

NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Agreement provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the City has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

29. Service of Process.

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Consultant's actual receipt of process or upon the City's receipt of the return thereof by the United State Postal Service as refused or undeliverable. The Consultant must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. The Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

30. Notice.

Any written notice required or authorized under this Agreement shall be personally delivered, sent by certified mail or overnight delivery, or transmitted by facsimile or electronic mail transmission (including PDF) to the authorized representatives designated under this Agreement. The party providing notice must be able to document delivery to the other party. The contact information of the authorized representatives for written notices shall be inserted below:

To: GZA GeoEnvironmental of New York
Address: 104 West 29th Street - 10th Floor, New York, NY 10001
Attention: David M. Leone, P.E., C.F.M.
Telephone: 646-929-8923 / 212-594-8140
Fax: 212-279-8180
Email: davidm.leone@gza.com

To: City of Glen Cove
Address: City Hall, 9 Glen Street, Glen Cove NY 11542
Attention: Timothy Tenke, Mayor
Telephone: (516) 676-2004
Fax: (516) 676-0108
Email: TTenke@glencoveny.gov

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. The named representatives of the Contractor of City may, for purposes of this Contract, change his or her address, fax number, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party

pursuant to this Article.

33. Miscellaneous.

(a) This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.

(b) No contractual relationship shall be deemed to exist between the Consultant and the State as a result of this Agreement.

(c) The paragraph headings in this Agreement are included solely for reference, and shall not define, limit, or affect the construction or interpretation of this Agreement.

(d) Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and be enforced as though it were included herein.

(e) All attachments to this Agreement (Appendices A-F) are made a part hereof.

(f) Waiver of Consequential Damages. Both parties waive consequential damages for claims, disputes or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitation to all consequential damages due to either party's termination in accordance with the termination provisions of this agreement.

(g) Standard of Care. The Consultant will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY THE CONSULTANT'S PROPOSAL OR BY ANY OF THE CONSULTANT'S ORAL OR WRITTEN REPORTS.

ATTACHMENTS

Appendix A: Scope of Services [TO BE ADDED]

Appendix B: Work Schedule [TO BE ADDED]

Appendix C: Fee Schedule [TO BE ADDED]

Appendix D: Organization Chart

Appendix E: NYSDEC Contract Number DEC01-T00480GG-3350000

Appendix F: Title VI/Non-Discrimination Assurances

IN WITNESS WHEREOF, the GZA GeoEnvironmental of New York have executed this Agreement as of the day and year first above written.

CITY OF GLEN COVE

GZA GEOENVIRONMENTAL OF NEW YORK

By: _____

By: _____

Timothy Tenke, Mayor

Name, Title

Name, Title

ACKNOWLEDGMENT

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

On this [REDACTED] day of [REDACTED] before me personally came and appeared Timothy Tenke, to me known, who being by me duly sworn, did depose and say that he resides at 9 Glen Street, Glen Cove, New York 11542, that he is the Mayor of the City of Glen Cove, the municipal corporation described in and which executed the foregoing instrument, that he knows the seal of the City of Glen Cove, the seal affixed to said instrument is such municipal seal, that it was so affixed by order of the City Council of the City of Glen Cove, that he signed his name thereto by like order, and that said order empowered him to bind the City of Glen Cove to the obligations of the foregoing agreement.

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF [REDACTED])

On this [REDACTED] day of [REDACTED] before me personally came and appeared [REDACTED] **NAME**, to me known, who being by me duly sworn, did depose and say that **she/he** resides at 104 West 29th Street – 10th Floor, New York, NY 10001, that **she/he** is the **TITLE** [REDACTED], of GZA GeoEnvironmental of New York, the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, that he signed his name thereto by like order, and that said order empowered him to bind the said corporation to the obligations of the foregoing agreement

Notary Public

Appendix A:
Scope of Services
[TO BE ADDED]

Appendix B:
Work Schedule
[TO BE ADDED]

Appendix C:
Fee Schedule
[TO BE ADDED]

Appendix D: Organization Chart

Appendix E:
NYSDEC Contract Number DEC01-T00480GG-3350000

Appendix F:
Title VI/Non-Discrimination Assurances

HARRIS BEACH PLLC
ATTORNEYS AT LAW

September 6, 2019

THE OMNI
333 EARLE OVINGTON BLVD., SUITE 901
UNIONDALE, NEW YORK 11553

T: (516) 880-8484
F: (516) 880-8483

Mayor Tim Tenke
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

Re: Special Counsel Engagement

Dear Mayor Tenke:

This letter summarizes the terms of our firm's representation of you as Mayor of the City of Glen Cove ("Mayor") as special counsel including the scope of services we will be providing pursuant to this engagement, and the agreed upon fee and billing arrangements.

Scope of Engagement. Our representation of you will consist of general advice relating to municipal or litigation matters, including but not limited to the matter known as *Clarson v. City of Glen Cove, Supreme Court, Nassau County Index No.: 902-19*, as well as special counsel regarding such other general corporate/municipal matters as are identified during the course of our representation or as to which the Mayor requests our representation.

Should you request our assistance with respect to another matter, the scope of that engagement, the services we will provide, and any other relevant information will be the subject of a separate written acknowledgment (which may be communicated by email) by each of us that relates specifically to such other matter, but which may incorporate the other terms of this letter of engagement by reference. Except as we may otherwise both agree in writing, you agree that we may disclose the fact of our representation of you, including in materials which the firm uses to describe its practices and expertise.

Firm Personnel; Principal Contact. Keith M. Corbett, Esq., will be responsible for the supervision of the City's matters, but you are engaging the firm as a whole and not Keith M. Corbett, individually. Keith M. Corbett can be reached at (516) 880-8492 and kcorbett@harrisbeach.com. As necessary or appropriate, we will draw upon the talents and experience of other firm attorneys, professionals and staff in providing our services relating to the City's matters.

Fees. Our fee is based on the time spent by the attorneys and legal assistants who work on the matter. The following is a listing of the type of matters and rates that will be charged:

i. Federal Litigation Matters and Appeals:

Partners: \$300.00

Associates: \$235.00

Paralegals: \$100.00

ii. General Corporate/Municipal, Article 78 Proceedings, Zoning, Real Estate and Related Matters:

Partners: \$225.00

Associates: \$225.00

Paralegals: \$100.00

For highly specialized matters, it may be necessary to retain the services of attorneys whose rates may be higher. We will, from time to time at your request, provide estimates concerning our estimated fee. In the unlikely event a dispute arises between us relating to our fees, you may have the right to arbitration of that dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Other Charges. In addition to our fees for rendering professional services, our billing statements will include separate charges for performing services such as photocopying, scanning, delivery charges, long distance telephone calls, facsimile transmissions, specialized computer applications, travel, and other expenses and services incurred incidentally to the performance of our legal services.

Billing Cycle and Retainer. It is our normal practice to require the deposit of a retainer for legal services against which we bill and collect our fees and disbursements. We have waived the requirement for an initial retainer with respect to this retainer, but reserve the right to require one if we deem it appropriate in the future. Fees for legal services and other charges where a retainer is not required are billed monthly and are payable within thirty (30) days of receipt.

Termination of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, will relieve you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination. After the completion of our services on your behalf, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of a particular matter to provide additional advice on issues relating specifically to that matter, the firm has no continuing obligation to advise you with respect to future legal developments, whether relating to that matter or otherwise.

Conclusion of Representation; Disposition of Client Documents. Unless previously terminated, our representation with respect to your matters will terminate upon our sending you our final statement for services rendered in the particular matter. Following such termination, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, we will return your papers and property promptly after receipt of payment for any outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records; internal lawyers' work product such as drafts, notes, internal memoranda; and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We will retain all remaining documents for a certain period of time, but reserve the right for various reasons including the minimization of

unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the termination of the engagement.

Client Responsibilities. In order for us to provide you with quality legal representation, you agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. Please bear in mind that if we do not obtain such cooperation and information, the quality of our representation may suffer and your cost of receiving services may increase (due to additional time required on the matter). We will, of necessity, be relying on the completeness and accuracy of the information you provide to us when performing our services on your behalf. The firm requires that payment of our statements for services and expenses are kept current as a condition to our continuing to provide you with services.

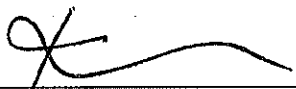
Permitted Methods of Communication. Our clients place a high value on their ability to communicate with their Harris Beach attorneys as promptly as possible. Accordingly, in performing our services, we may make use of cellular telephones, facsimile machines, email and so-called "smart phones" or personal digital assistants unless you direct us otherwise in writing. Nearly all of our clients elect for the convenience and speed of communication that can be achieved with these and other similar technologies over the risk that the communications may not be completely secure. We will of course take reasonable steps to help assure your communications using these methods remain confidential, but we will not be responsible for disclosures of your confidential information occurring from the use of such communication technologies. Please advise us in writing as to any particular form of communication technology you prefer that we not use in our communications with you.

Possible Conflicts. Harris Beach PLLC represents many other companies and individuals. It is possible that during the time we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. Although unlikely, it may be necessary in the course of your representation for our lawyers to analyze or address their professional duties or responsibilities or those of the firm, and to consult with the firm's risk management committee or other lawyers in doing so. To the extent we are addressing our duties, obligations or responsibilities to you in those consultations, it is possible that a conflict of interest might be deemed to exist as between our lawyers or firm and you. As a condition of this engagement, you consent to any conflict of interest that might be deemed to arise out of any such consultations. You further agree that these consultations are protected from disclosure by the firm's attorney-client privilege and that you will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect our obligation to keep you informed of material developments in your representation, including any conclusions arising out of such consultations to the extent that they affect your interests.

We appreciate the your confidence in our firm and appreciate the opportunity to represent you under this agreement. Please return a countersigned copy of this letter for our engagement as special counsel to the City.


Sincerely,

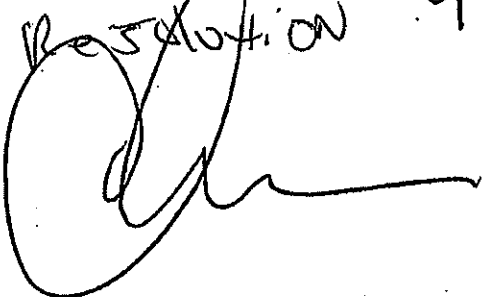
HARRIS BEACH PLLC

By: 
Keith M. Corbett, Esq.

Agreed to and Accepted this
6th day of September, 2019

City of Glen Cove

By: 
Mayor Tim Tenke
City of Glen Cove

APPROVED
Subject to
Resolution 9/06/19




25 Banfi Plaza North • Farmingdale, NY 11735
631 845-9500 • Fax 631 845-9504

292 Fifth Avenue • New York, NY 10001
212 714-3508 • Fax 212 714-3510

www.northeasternoffice.com

ORDER ☐ 08.05.2019

PROPOSAL ☐

Please request a Loss Payee made to Leaf
Financial. Amt.: \$ 4,200.00
This prevents tax charged on the monthly cost.

PURCHASE AGREEMENT

S O L D T O	NAME <u>The City of Glen Cove EMS</u>	S H I P T O	NAME <u>Same :</u>
	ATTN <u>Chris/Yelena Quiles</u>		ATTN <u>Chris</u>
	ADDRESS <u>8 Glen Cove Avenue Glen Cove, NY 11542</u>		ADDRESS _____
	CITY <u>Glen Cove</u> STATE <u>NY</u> ZIP <u>11542</u>		CITY _____ STATE _____ ZIP _____
	TELEPHONE <u>516-676-2311</u> EXT <u>205</u>		TELEPHONE _____ EXT _____
	FAX # <u>Please p/u (1) MP-3054 return to NEOE Warehouse</u>		FAX # _____
	CUSTOMER P.O. # _____		CUSTOMER P.O. # _____

QTY.	MODEL/STOCK #	DESCRIPTION	UNIT COST-EACH	LINE TOTAL
416518	MPC-2503spf	25 PPM Digital Color System	Lease FMV/-0-Down /60Mo.	Mo. Cost \$ 79.00
100478PNC	Cabinet Type F	Console/Stand	Inc.	
416556	Fax Option	Fax Option Type M-3	Inc.	
416950	Internal Fin/Stapler	Internal Fin/Stapler SR-3180	Inc	
	(1) Network Type	LINE CONDITIONER	Inc.	

WARRANTY PERIOD- NORTHEASTERN OFFICE EQUIPMENT, WARRANTS
THE EQUIPMENT FOR A PERIOD OF 60 FROM THE DATE OF
INSTALLATION EXCEPT AS NOTED ON REVERSE.

DELIVERY / STAIR CHARGES	N/A
SUBTOTAL	\$ 79.00
SALES TAX	Exempt
TOTAL	\$ 79.00

Usage can be billed Monthly or Quarterly at the CPC listed. The only items not
covered by this Full Coverage Maintenance Agreement are Paper & Staples.
All Copies/Prints are Billable @ \$.006/Page & \$.045 Page Full Color

N. O. E.	SALESPERSON <u>Joe Munnie Jr.</u> <u>08.08.2019</u> DATE	C U S T O M E R	X <u>08.08.2019</u> DATE
	ACCEPTED BY _____ AUTHORIZED SIGNATURE DATE		AUTHORIZED SIGNATURE _____
			NAME (PRINT) _____
			TITLE _____

THIS AGREEMENT SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE



LEASE AGREEMENT

1720 A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: The City of Glen Cove EMS		Telephone No: 516-676-2311
Billing Address: 8 Glen Cove Avenue Glen Cove, NY 11542		Equipment Location (If other than Billing Address): Same / Attn: Chris
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A) Savin/Ricoh MPC-2503spf 25 PPM Digital Color System		
BASE TERM IN MONTHS 60	TOTAL NUMBER OF LEASE PAYMENTS 60 @ \$ 79.00 (plus taxes) followed by -0- @ \$ -0- (plus taxes)	END OF LEASE PURCHASE OPTION <input checked="" type="checkbox"/> Fair market value, plus taxes <input type="checkbox"/> 10% of Equipment cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)
		(a) Advance Payment: \$ -0-
		(b) Security Deposit: \$ -0-
		(c) Documentation Fee: \$ 95.00
		Total due a + b + c =: \$ 95.00
**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.		

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.
- DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
- INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- LEASE EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
- LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
- NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to

- cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
- OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
 - DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
 - ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
 - ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
 - CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
 - CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**
 - MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE:	
X _____ Lessee Authorized Signature	Print Name: _____ Title: _____ E-Mail Address: _____ Date: _____ Tax ID Number: _____
PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.	
SIGNED X _____ Accepted by: _____ LEAF CAPITAL FUNDING, LLC By: _____	
Print Name: _____ E-Mail Address: _____ Title: _____ Date: _____ (LEASE 01 2-7-2019)	



Payoff Quote

Date: 8/6/2019

The listed quotes do not constitute payment in full and are contingent upon all future monies paid by Lessor on your behalf (such as any incurred property tax, other associated taxes and fees), to be paid in full when demanded by Lessor in the future. All terms and conditions of the lease will remain in full force and effect until all monies due have been paid in full.

Customer Summary

Company Name: City of Glen Cove
Contract Number: 100-1476936-002

Equipment Summary

Description	Serial Number	Model
Savin MP-3054sp Copier System	G156R130919	MP 3054

Quote Summary

Date Quoted	Quote To	Quote Type	Expiration Date	Amount Quoted
8/6/2019	DEALER	UPGRADE TO KEEP	9/5/2019	\$2,149.70
8/6/2019	DEALER	UPGRADE TO RETURN	9/5/2019	\$1,825.30

Remittance Summary

Remit funds by wire transfer to:	Remit funds by check to:
LEAF Account # 6500764190 Aba # 221172186	LEAF PO BOX 5066 HARTFORD, CT 06102-5066 <small>Please note that all checks (personal, cashier's, certified and insurance) take longer to process. Processing will take up to 45 days.</small>

Payments can also be made over the phone by contacting your Customer Support Representative at : 866-219-7924

We reserve the right to adjust these figures and refuse any funds that are insufficient to pay the loan in full for any reason including, but not limited to, error in calculation of payoff due, previously dishonored payments, interest rate changes, or additional advances between the date of this payoff statement and receipt of funds.

SOFTWARE LICENSE AND SUPPORT ORDER FORM & AGREEMENT

This Order Form, Terms and Conditions, and the attached exhibits (the "**Agreement**") is entered into by and between Software Consulting Associates, Inc., a Government Brands company formed under the laws of the State of New York, with its principal place of business at 54 Elizabeth Street, Suite 17, Red Hook, New York 12571 ("LICENSOR") and the licensee listed in the Order Form below ("LICENSEE") as of the latter date of the parties' signatures below.

Licensee: City of Glen Cove	Contact: Sandra Clarson
Address: 9 Glen Street	Phone: 516 676 3564
Glen Cove, NY 11542	E-Mail: SClarson@cityofglencoveny.org
Licensed Software (the "<u>Software</u>"): PAS 2.0	
Software License Fee: \$0 One-Time Upgrade Fee: \$34,000.00 Annual Maintenance & Support Fee: \$10,200.00	Initial Term (Maintenance & Support): 3 years from Term Effective Date (as defined herein)

1. **Representations and Warranties.** Each Party hereby represents and warrants to the other Party that it has the full right, corporate power and authority to enter into this Order and to perform its obligations hereunder.

2. **ACKNOWLEDGEMENT:** LICENSEE, by providing its signature below, hereby acknowledges that LICENSEE has received the attached Software License and Support Terms and Conditions and agrees that the provisions of such Terms and Conditions shall apply to, and govern, the Licensed Software listed in this Order Form. LICENSEE further acknowledges that it has read the Terms and Conditions and fully understands its terms and provisions contained therein.

**SOFTWARE CONSULTING
ASSOCIATES, INC.**

CITY OF GLEN COVE

By:



By: _____

Name: Alexander Zane

Name: _____

Title: Vice President of Operations

Title: _____

Date: September 9, 2019

Date: _____

SOFTWARE LICENSE AND SUPPORT TERMS AND CONDITIONS

ALL THE PROVISIONS OF THESE TERMS AND CONDITIONS ("TERMS" OR "AGREEMENT") SHALL APPLY BETWEEN LICENSOR AND LICENSEE (THE "PARTIES"), EXCEPT WHERE EXPLICITLY AGREED OTHERWISE IN A WRITING SIGNED BY BOTH PARTIES. THE CONDITIONS CONTAINED HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER CONDITIONS, AND NO CONTRARY, ADDITIONAL OR DIFFERENT PROVISIONS OR CONDITIONS SHALL BE BINDING ON BOTH PARTIES UNLESS EXPRESSLY ACCEPTED BY BOTH PARTIES IN WRITING. ANY AGREED UPON ORDER FORM, STATEMENT OF WORK OR OTHER AGREEMENT TO PROVIDE SPECIFIC SOFTWARE, ANY GOODS OR SERVICES, AS DEFINED BELOW, TOGETHER WITH THESE TERMS, SHALL EXCLUSIVELY GOVERN THE PARTIES' OBLIGATIONS. LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT THESE TERMS SET FORTH THE SOLE AND EXCLUSIVE AGREEMENT BY AND BETWEEN LICENSEE AND LICENSOR, AND SHALL SUPERSEDE ALL PRIOR AGREEMENTS, UNDERSTANDINGS AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES.

WHEREAS, LICENSOR is the owner of, or has acquired rights to, a software and Documentation as defined in the Order Form and in **Exhibit A** attached hereto (the "Licensed Software");

WHEREAS, LICENSEE desires to use such Licensed Software; and

WHEREAS, LICENSOR desires to grant to LICENSEE and LICENSEE desires to obtain from LICENSOR a non-exclusive license to use the Licensed Software and related Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. Definitions

"Affiliate" of a party shall mean a corporation or other business or municipality organization controlled by, controlling, or under common control with the party, where "control" of a corporation means ownership or voting power over more than fifty percent (50%) of the outstanding stock of the corporation, and where "control" of another form of legal entity means possession of voting power sufficient to elect a majority of the voting members of the ultimate governing body of the entity.

"Authorized User(s)": Any employee of LICENSEE or its Affiliates, if applicable, together with authorized agents or subcontractors of LICENSEE who use the Licensed Software solely in connection with the municipality activities of the LICENSEE.

"Confidential Information": All information disclosed by one party hereunder to the other and designated in writing as confidential or disclosed verbally by the disclosing party if it is identified by the disclosing party as confidential before, during or promptly after the presentation or communication, or which under the circumstances of disclosure reasonably ought to be considered as confidential. Confidential Information shall also include the Licensed Software, including all source and object code, Documentation related to such software, and the terms and pricing under this Agreement.

"Documentation": LICENSOR's created and supplied (i) user and system administrator guides, manuals and any other materials provided by LICENSOR, in printed, electronic or other form, that

describe the installation, operation, use or technical specifications of the Licensed Software.; and (ii) on line help for use by LICENSEE and Authorized Users in connection with the Licensed Software.

"Implement" (and any variant thereof) means to carry out a project to install and setup the Licensed Software.

"Term" means three (3) years from the Term Effective Date.

"Term Effective Date" means the date on which LICENSOR provides to LICENSEE written notice of the delivery of the Licensed Software.

"Updates": Periodically released versions of the Licensed Software and Documentation which include updates, modifications, and corrections to the Licensed Software.

"Upgrades": Periodically released versions of the Licensed Software and Documentation which include significant function and feature enhancements to the Licensed Software, including "Municipality 5", which constitutes a cloud-based, multi-platform software for municipalities.

2. Term License Grant

(a) Subject to and conditioned upon LICENSEE's strict compliance with all terms and conditions set forth in these Terms, LICENSOR grants to LICENSEE a fee-bearing, non-exclusive, personal, non-sub-licensable, non-transferable and limited license during the Term (however, subject to the termination provisions of Section 11) to use the Licensed Software ("Term License Grant" or "License Grant"). This Term License Grant shall provide a license to use the machine-readable object code only, excluding any source code.

(b) LICENSEE may utilize the Software at LICENSEE's municipality locations and divisions within the territory of the United States and as specified in **Exhibit A**. The License Grant is for the scope of usage specified in **Exhibit A**. LICENSEE shall, at all times, inform LICENSOR about all of the locations where the Software is utilized and shall give LICENSOR fifteen (15) days prior notice before installing any Licensed Software not covered by **Exhibit A**. LICENSEE may provide access to the Licensed Software for up to the maximum number of servers and/or the maximum number of users and certain terabyte usage as defined by LICENSOR's proposal and/or LICENSOR's current price list for the specific Licensed Software. LICENSEE agrees

and acknowledges that LICENSEE shall be solely liable and responsible for the acts or omissions of any Authorized Users and any and all individuals who are using the Licensed Software with LICENSEE's permission or knowledge.

(c) Except as provided in Section 13 (e) below, LICENSEE shall not: (i) permit any third party to use the Licensed Software, except in the event that a third party needs to operate the Licensed Software on behalf of LICENSEE; (ii) modify, change translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation; (iii) de-compile, disassemble or otherwise reverse engineer or otherwise attempt to derive or gain access to the source code or any part of the Licensed Software; (iv) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs; (v) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software, or any features or functionality of the Licensed Software, to any third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; (vi) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Licensed Software or the Documentation; (vii) use the Licensed Software or Documentation in violation of any law, regulation or rule; (viii) use or permit the use of the Software in or on any service bureau, time-sharing or in any situation where the authorized site on which the Licensed Software is installed may be accessed by any unauthorized party; (ix) use the Licensed Software or Documentation for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to LICENSOR's commercial disadvantage; or (x) use the Licensed Software except as expressly authorized herein.

(d) If the Licensed Software or Documentation to be furnished hereunder are to be used in the performance of a government contract or subcontract, the software shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to

applicable copyright notices, in the form provided under the governmental regulations. LICENSOR shall not be subject to any flow down provisions required by the governmental customer unless agreed to by LICENSOR in writing.

3. Hosting Services

During the Term, LICENSOR may provide hosting services to LICENSEE for its software and data at its existing data center facility in Ashburn, Virginia (with backups in Boardman, Oregon) under the terms and conditions of and for the period and fee specified in Exhibit C. Except for downtime for scheduled maintenance, LICENSOR shall make the software available to users 24 hours per day, 7 days per week, with maintenance reserved for Thursdays between 1am ET and 4am ET. LICENSOR shall be financially and operationally responsible for the hosting environment including maintenance, repair, replacement and upgrade, and the performance, availability, reliability, compatibility and interoperability of the software and hosting environment. LICENSOR shall provide the hosting services through a dedicated telecommunications connection to LICENSEE. The equipment, connectivity and other items located at LICENSOR'S existing data center facility in Ashburn, Virginia, that is described in Exhibit C are included within the hosting environment and access to be provided by LICENSOR under this Section 3.

4. Payment, Installation and Additional Services

(a) LICENSEE agrees to pay LICENSOR the license fees as specified herein. LICENSEE agrees to make full payment of any invoices within thirty (30) days of receipt of such invoice. If LICENSEE desires to expand the scope of usage as set forth in **Exhibit A**, especially additional licenses, LICENSEE may do so according to LICENSOR's then current pricing policies,

(b) LICENSEE is responsible for the purchase or licensing of all additional equipment and software necessary to install and properly operate the Licensed Software as detailed in the Documentation. Future versions of the Licensed Software and new LICENSOR products may require additional equipment and/or software, as well as updated

versions of the equipment and software. Purchase or licensing of these items, if required, is solely the responsibility of LICENSEE.

5. Updates, Upgrades and Supplements

(a) Upon payment of the license fees set forth herein, LICENSEE shall receive support and maintenance ("Support Services") for the duration of the Term as set forth above, provided that LICENSEE is a participant in the maintenance program as detailed in **Exhibit B** attached hereto at the time of the release of the Update or Upgrade. Upon LICENSOR'S timely delivery of such PAS 2.0 Upgrade, LICENSEE shall be obligated to pay the Upgrade Fee set forth herein and the Maintenance & Services Fee for a 3-year term.

(b) Use of any Update or Upgrade with or in place of the Licensed Software is subject to this Agreement. Any portion of the Licensed Software replaced by an Update or Upgrade (except archival copies) shall be destroyed by LICENSEE or returned to LICENSOR, unless otherwise agreed in writing by the Parties.

(c) From time to time, LICENSOR may make available computer programs which are compatible with and supplement the Licensed Software, but which (i) contain material new features and/or programs not included in Updates and Upgrades of the Licensed Software, (ii) may be priced and offered separately as optional additions to the Licensed Software and (iii) are not made generally available to LICENSEE's similarly situated LICENSEES without separate charges ("Supplements" herein). LICENSOR shall determine, at its sole discretion, what constitutes a Supplement. SUPPLEMENTS MAY INCLUDE LICENSE AND MAINTENANCE TERMS ADDITIONAL TO THOSE OF THIS AGREEMENT.

6. Ownership, Copies

(a) All right, title and interest in and to the Licensed Software and Documentation, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, and the media on which same are furnished to LICENSEE, belong exclusively to LICENSOR. LICENSEE acknowledges that no such right, title or interest in these items is granted under these Terms, except as specifically provided for therein.

(b) LICENSEE agrees that the Licensed Software contains proprietary information, including trade secrets, know-how and confidential information (the "Proprietary Information"). Without limitation in duration, LICENSEE and its Authorized Users shall maintain the confidentiality of the Proprietary Information and not sell, license, publish, display, distribute, disclose or otherwise make available the Proprietary Information to any third party nor use the Proprietary Information except as authorized by this Agreement. LICENSEE shall not disclose any Proprietary Information concerning the Licensed Software, including, but not limited to, any flow charts or logic diagrams to any person not employed by LICENSEE, without the prior written consent of LICENSOR. LICENSEE agrees to secure and protect each module, software product, Documentation and copies thereof in a manner consistent with the maintenance of LICENSOR's rights therein and to take appropriate action by instruction or agreement with its Authorized Users or consultants who are permitted access to the Licensed Software to satisfy its obligations hereunder. All copies made by LICENSEE of the Licensed Software and other programs developed hereunder, including translations, compilations, partial copies with modifications and updated works, are the property of LICENSOR. Without limitation of any other remedies available to LICENSOR at law or in equity, violation of any provision of this Section 5(b) shall be the basis for immediate termination of this Agreement based on these Terms, and the license of Licensed Software granted hereunder.

(c) LICENSEE shall be allowed to make copies of the Documentation for each Authorized User for internal use only. LICENSEE may also make copies of the Licensed Software reasonably necessary for back-up, testing or archival purposes. All such authorized copies of the Licensed Software shall contain all copyright notices or proprietary legends specified by LICENSOR.

7. Confidentiality

(a) Each party agrees to use commercially reasonable efforts to prevent any unauthorized copying, use, distribution, installation or transfer of possession of Confidential Information. At a minimum, each party shall maintain at least the same procedures regarding the other party's Confidential Information that it maintains with respect to its own.

A party's Confidential Information shall not include any information which (i) becomes part of the public domain through no act or omission of the other party; (ii) is lawfully acquired by the other party from a third party without any breach of confidentiality; (iii) is disclosed by a party to a third party without any obligation of confidentiality; (iv) is independently developed; or (v) is disclosed in accordance with judicial or other governmental order, provided that receiving party shall give disclosing party reasonable notice prior to such disclosure. Without limiting the generality of the foregoing, LICENSEE shall take reasonable steps to prevent any personnel or Authorized User from removing any proprietary or other legend or restrictive notice contained or included in any material provided by LICENSOR.

(b) Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of these Terms may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate. Both parties further agree that the non-disclosing party shall be entitled to attempt to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies.

(c) The obligations under this Section 6 shall apply to the authorized subcontractors and agents of each party.

8. Warranties

(a) LICENSOR warrants that it is the lawful owner or sub-licensee of the Licensed Software and has the full right and authority to grant the licenses hereunder free and clear of all liens, encumbrances, and security interests of all kinds.

(b) LICENSOR warrants for a period of one (1) year from the Term Date that the Licensed Software (including any Updates or Upgrades to same) will perform substantially in accordance with the specifications set forth in LICENSOR's then current Documentation, from the date it is delivered. This warranty does not cover, however, any copy of the Licensed Software which has been altered or changed in any way by the LICENSEE or any Authorized User, provided such alteration or change gave rise to the warranty claim.

(c) LICENSOR does not warrant that the functions contained in the Licensed Software will meet the requirements of LICENSEE or Authorized Users or that the operation of the Licensed Software will be uninterrupted or error-free. LICENSOR is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Licensed Software is procured, nor is LICENSOR responsible for problems which result from the use of the Licensed Software in conjunction with software of third parties or with hardware which is incompatible with the operating system for which the Licensed Software is being procured.

(d) Only an authorized officer of LICENSOR may grant additional warranties which may be binding on LICENSOR. Such additional warranties must be in writing and signed by LICENSOR's authorized officer.

(e) LICENSOR's entire liability and LICENSEE's exclusive remedy shall be, at LICENSOR's option, either: (1) return of the license fees paid; or (2) repair or replacement of the Licensed Software upon its return to LICENSOR; provided LICENSOR receives written notice from LICENSEE during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

9. WARRANTY DISCLAIMER

LICENSOR DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 7 ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LICENSOR. THERE ARE NO OTHER WARRANTIES RESPECTING THE SOFTWARE AND DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF LICENSOR HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF LICENSOR IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LICENSOR AS SET FORTH IN SECTION 7.

10. Limitation of Remedies in General

Except as provided in Section 12 of these Terms, the entire liability of LICENSOR and its suppliers, and LICENSEE's sole and exclusive remedy for the breach of the warranty obligations in Section 7 shall be limited to the following:

(a) LICENSOR or its representatives shall use commercially reasonable efforts to provide maintenance modifications or fixes with respect to any error in the Licensed Software or replace the Licensed Software. In the event of any breach of warranty, the parties shall use all reasonable efforts in order to cooperate and to achieve a resolution to such breach through either the repair or the replacement of the Licensed Software. Any such repair, fix or replacement to the Licensed Software shall be completed within a timeframe commensurate with the level of severity of the defect. LICENSOR, however, shall not be obligated to correct, cure or otherwise remedy any error or defect in the Licensed Software resulting from any (i) modification of the Licensed Software made by LICENSEE or Authorized Users; (ii) misuse or damage of the Licensed Software by LICENSEE or any Authorized Users; (iii) failure of LICENSEE to notify LICENSOR of the existence and nature of such nonconformity or defect promptly upon its discovery; or (iv) use of the Licensed Software in an operating environment not compatible with the specifications in the Documentation.

(b) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LICENSOR, ON BEHALF OF ITSELF AND ITS SUPPLIERS, DISCLAIMS ANY AND ALL LIABILITY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF DATA, ETC.) ARISING OUT OF THESE TERMS, OR WITH RESPECT TO THE INSTALLATION, IMPLEMENTATION, CUSTOMIZATION, USE, OPERATION OR SUPPORT OF THE LICENSED SOFTWARE, EVEN IF LICENSOR OR ITS SUPPLIERS HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF SECTION 6 OF THESE TERMS, LICENSEE SHALL ALSO TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW DISCLAIM ANY AND ALL LIABILITY FOR SPECIAL, PUNITIVE,

EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF DATA, ETC.) ARISING OUT OF THESE TERMS, THE LICENSED SOFTWARE OR OTHERWISE EVEN IF LICENSEE HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) To the maximum extent permissible under applicable law, and except as provided in Section 12 of these Terms, LICENSEE and LICENSOR agree that any liability on the part of LICENSOR or LICENSEE, arising out of these Terms, or with respect to the installation, implementation, customization, use, operation or support of the Licensed Software, based upon any legal theory, including but not limited to breach of warranty, breach of contract, negligence, other tort claims or strict liability shall not exceed 100% of the amount paid by LICENSEE in license fees for the Licensed Software.

11. Taxes and Tariffs

LICENSEE shall, besides other amounts payable under this Agreement, pay all local, state, federal, national, use, excise, and value added taxes (except for taxes imposed on LICENSOR's income generally), as well as customs duties or tariffs, levied or imposed by reason of the transactions contemplated in these Terms, including any new taxes introduced during the term of the Agreement. LICENSEE shall promptly pay to LICENSOR any such taxes actually paid or required to be collected or paid by LICENSOR. In the event LICENSEE is exempt or claims exemption from the requirements of the provision, LICENSEE shall promptly provide LICENSOR with a tax exemption certificate establishing such exemption.

12. Term, Default and Termination

This Agreement shall be effective from the date of its execution through its Term, until terminated by either party as provided below.

(a) For Convenience. LICENSEE shall have the right to terminate this Agreement for convenience upon sixty (60) days prior written notice to LICENSOR.

(b) For Cause. In the event either party defaults in any material obligation in this Agreement, the other party shall give written notice of such default, and, if the party in default has not cured the default within

thirty (30) days of the notice, the other party shall have the right to terminate the Agreement.

(c) Upon termination of the Agreement, regardless of the cause (expiration of Term or via termination) the license granted under this Agreement shall be immediately revoked. Within ten (10) business days after the termination of the Agreement, LICENSEE shall return to LICENSOR all copies of the Licensed Software and Documentation in LICENSEE's possession, in addition to an affidavit signed by LICENSEE's officer that no copies of the Licensed Software are retained by LICENSEE, on whatever media. TERMINATION SHALL NOT RELIEVE EITHER PARTY OF THEIR CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT. In the event of termination as a result of LICENSEE's failure to comply with any of its obligations under this Agreement, LICENSEE shall continue to be obligated for any payments due as of the date of termination. Termination of the Agreement shall be in addition to, and not in lieu of, any other remedies available to either party.

13. Infringement Indemnity

LICENSOR, at its own expense, will indemnify, defend, and hold harmless any claim or award of costs and damages brought against LICENSEE to the extent that it is based on a claim that the Licensed Software or Documentation used within the scope of this Agreement infringes any U.S. patent, copyright, trademark, or other intellectual property right in any territory where LICENSOR has authorized the distribution of the Licensed Software, provided that LICENSOR is promptly notified in writing of such claim. LICENSOR shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall LICENSEE settle any such claim, lawsuit, or proceeding without LICENSOR's prior written approval, and LICENSOR shall have no liability for any settlement or compromise made without its consent. LICENSOR shall have no liability for any claim under this section if said infringement claim is based on the use of a superseded version (where a more current version was available and provided to LICENSEE and the claim would otherwise have been avoided) or altered version of the Licensed Software or Documentation or in the event such claim is based upon any modification or enhancement to the Licensed Software or Documentation made by LICENSEE or

Authorized Users. LICENSEE will have the option to be represented by separate legal counsel, at LICENSEE's expense. For the avoidance of doubt, the indemnity afforded by LICENSOR to LICENSEE under this Section 12 shall not be subject to the limit of liability imposed under Section 9 hereof. In the event a third party infringement claim is sustained in a final judgment from which no further appeal is taken or possible, or if LICENSEE's use of the Licensed Software is enjoined by a court, then LICENSOR shall, in its sole election and at its expense either (i) procure for LICENSEE the right to continue to use the Licensed Software and Documentation pursuant to this Agreement; (ii) replace or modify the Licensed Software and Documentation to make it non-infringing, provided that such replacement or modification does not materially decrease the functionality of the Licensed Software or Documentation; or (iii) terminate this Agreement and refund to LICENSEE the license fees paid by LICENSEE for the Licensed Software. LICENSOR agrees to use option (iii) above only in the event that options (i) and (ii) are commercially impracticable. LICENSOR shall have no other liability or obligation to LICENSEE in the event of injunction except as expressly set forth above and elsewhere in this Agreement.

14. Miscellaneous

(a) Each party acknowledges that it has read and understands these Terms and the Exhibits and further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

(b) Any notice or other communication required or permitted in these Terms shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission (or electronic transmittal) with confirmation of successful transmission to the correct number, or three (3) days after mailing if mailed by registered or recorded post, postage prepaid, and addressed to the respective parties at the addresses at the addresses at the head of the Agreement or such

other addresses as the parties may from time to time indicate in writing.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its or any other jurisdiction's conflict of law principles or rules requiring construction against the drafter.

Any dispute, controversy or claim arising out of or related to these Terms, or the interpretation, application, breach, termination or validity thereof, including any claim of inducement by fraud or otherwise, which claim would, but for this provision, be submitted to the proper venue and jurisdiction as provided below shall, before submission to such jurisdiction, first be mediated through nonbinding mediation in accordance with The CPR Mediation Procedure then in effect of the CPR Institute for Dispute Resolution (CPR), except where that procedure conflicts with these provisions, in which case these provisions control. The mediation shall be conducted in the City of Glen Cove, New York, and shall be attended by a senior executive of each Party with the authority to resolve the dispute. The mediator shall be neutral, independent, disinterested and shall be selected from a professional mediation firm such as New York ADR or CPR. The Parties shall promptly confer in an effort to select a mediator by agreement. In the absence of such an agreement within 10 days of initiation of the mediation, the mediator shall be selected by CPR as follows: CPR shall provide the parties with a list of at least 15 names from the CPR Panels of Distinguished Neutrals. Each Party shall exercise challenges for cause, two peremptory challenges, and rank the remaining candidates within 5 working days of receiving the CPR list. The Parties may together interview the three top-ranked candidates for no more than one hour each and, after the interviews, may each exercise one peremptory challenge. The mediator shall be the remaining candidate with the highest aggregate ranking. The mediator shall confer with the Parties to design procedures to conclude the mediation within no more than 45 days after initiation. Under no circumstances may the commencement of litigation under this Section 13 (c) be delayed more than 45 days by the mediation process specified herein absent contrary agreement of the parties. Each Party agrees not to use the period or pendency of the mediation to disadvantage the other party procedurally or otherwise. No statements made

by either side during the mediation may be used by the other or referred to during any subsequent proceedings.

Each Party has the right to pursue provisional relief from any court, such as attachment, preliminary injunction, replevin, etc., to avoid irreparable harm, maintain the status quo, or preserve the subject matter of the mediation, even though mediation has not been commenced or completed. The Parties stipulate and agree that any dispute, controversy or claim arising from or related in any way to these Terms or the interpretation, application, breach, termination or validity thereof, including any claim of inducement of these Terms by fraud or otherwise, which cannot be resolved by mediation as set forth in this Section 13 (c) shall be only brought in the competent state or federal court for Nassau County, New York, U.S.A. The Parties consent to the propriety of venue in this court for the purpose of this Section 13 (c), and the Parties waive any objections that they would otherwise have in this regard. However, in the event of any infringement of either Party's intellectual property rights, the aggrieved party may seek injunctive relief at any court or venue which has jurisdiction for such matter. The prevailing Party shall be entitled to recover from the other party its actual costs and expenses (including allowable attorneys' fees and expenses) incurred in connection with any litigation between the parties relating to or arising under this Agreement.

(d) If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

(e) LICENSOR may at all times assign or sub-license its rights, duties, or obligations under this Agreement to any of its Affiliates. LICENSEE may not assign or sub-license, without the prior written consent of LICENSOR, its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part. Any authorized transferee or assignee of the Licensed Software or the Agreement shall be bound by and subject to all of the provisions set forth in these Terms.

(f) The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

(g) Both parties agree to comply with all applicable laws, rules, regulations and orders of the United States, and any other state or country with jurisdiction over such party's activities in performance of their obligations under this Agreement including without limitation all applicable import or export and re-export regulations and all licensing or permitting requirements imposed by the United States, and any other state or country.

(h) Nothing in this Agreement shall be construed to create an agency, joint venture, partnership, or other relationship between the parties. No agent, employee, or representative of either party has the authority to bind the other party in any manner. The parties are independent contractors with respect to each other under the Agreement.

(i) Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes; Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control.

(j) On LICENSOR's request, no more frequently than annually, LICENSEE shall furnish LICENSOR with a signed certification (i) verifying that the Licensed Software is being used pursuant to these Terms and its **Exhibit A**, including any user limitations and (ii) listing the locations where the Licensed Software is being used. LICENSEE agrees to grant LICENSOR reasonable access to LICENSEE's site, upon prior notice during normal business hours, to audit the use of the Licensed Software. Any such audit shall be at LICENSOR's expense.

(k) Any amounts payable by LICENSEE which are not paid within sixty (60) days after they are due shall bear interest at a rate of 1% per month from the due date until such amount is paid.

(l) Neither party shall use the name or trademarks of the other in advertising without securing the prior written consent and approval of the other.

(m) Public Announcements. LICENSOR may use LICENSEE's name and logo in product brochures and financial reports indicating that LICENSEE is a customer of LICENSOR. Immediately upon contract execution, LICENSEE agrees to issue joint press release with LICENSOR stating LICENSEE has

selected LICENSOR software upon contract execution. LICENSEE agrees to issue a joint press release with LICENSOR stating LICENSEE has moved to production with LICENSOR software upon go live. All press releases text must be pre-reviewed

and approved by LICENSEE prior to release distribution.

(n) The terms of Sections 1, 4, 6, 7, 8, 9, 10, 12 and 13 shall survive any termination of the Agreement.

Exhibit A

Locations of Use

LICENSEE is permitted to use the services on an unlimited basis, subject to the purposes and limitations set forth herein, within its government organization, including any departments, sub-departments, agencies, and subdivisions.

EXHIBIT B

1) Support Terms and Fees

- a. For the duration of the Term (commencing as described in the Agreement) or any Renewal Term, Licensee shall pay to LICENSOR the Annual Maintenance and Support Fee as specified in this Agreement.
- b. If no adjustments to maintenance occur via Exhibit A, then support for additional support terms shall be at LICENSOR's then current support rates, and such support rate shall not increase year on year more than the lesser of (i) the increase in the Producer Price Index for Finished Goods for the applicable period as such index has been officially established by the Department of Labor, US Government or (ii) five percent (5%).
- c. In the event Licensee purchases additional licenses, support fees for such licenses shall be pro-rated so as to be co-terminus with Licensee's existing support period. Licensee will be invoiced annually in the month prior to the beginning of the applicable year. In no event shall LICENSOR be responsible for providing support services for a period during which support coverage lapsed.
- d. If Licensee elects to resume support after a lapse of coverage, Licensee shall pay LICENSOR for the period of time in which support coverage lapsed. Licensee's payment for the lapsed period shall be the then current support fee for the number of months that coverage lapsed. To resume support after a lapse of coverage, Licensee must purchase a minimum of one full year's support beyond the lapsed period. If Licensee resumes coverage after a lapse of coverage, the support renewal date shall be changed to the date on which Licensee paid all support fees for the lapsed period and a minimum of one additional year of support.

2) Support Services

- a. Upon payment of the support fees listed in this Agreement, LICENSOR will provide support services for the Licensed Software as detailed below.
- b. During the term of the support program, LICENSOR will provide only technical Level 3 support as described in section 7 of this Exhibit for the Licensed Software. LICENSOR shall make available staff to assist Licensee in solving technical problems with the Licensed Software. LICENSOR shall provide telephone support during its normal business hours (defined as 9:00 AM to 5:00 PM, local time of Licensee, Monday through Friday, excluding public holidays). LICENSOR will maintain a sufficient number of telephone support lines and a sufficient number of support contacts to ensure timely responses to calls and e-mails from Licensee and to otherwise satisfy LICENSOR's obligations hereunder. Under this support program, LICENSOR agrees to provide a response, but not necessarily a solution, to Licensee within four (4) normal business hours, as defined in this Agreement, upon notification by Licensee to LICENSOR (via the telephone, email or the internet) of problems or defects with the Licensed Software.

- c. Updates and Upgrades to the Licensed Software and Documentation: During the Term of the Agreement, LICENSOR shall provide Licensee with all Updates and Upgrades to the Licensed Software and Documentation in accordance with Section 4 of this Software License Agreement. LICENSEE agrees to pay the amount set forth in this Agreement for professional services fees associated with implementing any Update or Upgrade.
- d. LICENSOR reserves the right to charge Licensee for any documented third party costs associated with any Upgrade, provided that LICENSOR gives notice of such cost to Licensee prior to the implementation of the Upgrade. Such third party costs shall specifically be limited to third party technology sublicensing fees paid by LICENSOR.

3) Licensee's Responsibilities

- a. Remote Diagnostics: Licensee shall provide LICENSOR with the necessary remote access to the Licensee's designated server so that LICENSOR may provide remote dial-in support services.
- b. Licensee's Designated Contact: Licensee shall appoint one individual within Licensee's organization to serve as the primary contact between Licensee and LICENSOR and to receive support through the telephone support center.
- c. Licensee's dedicated Resource to LICENSOR Licensed Software: Licensee shall appoint at least one individual within its organization who is familiar with all modifications, customizations or extensions to the Licensed Software, and has access to any and all source code related to same. Such individual shall act as the primary contact for any support calls to LICENSOR involving such modifications, customizations or extensions to Licensed Software.

4) Limitations

- a. Support of Customizations, Modifications or Extensions to Licensed Software: LICENSOR will use commercially reasonable efforts to assist Licensee in its attempts to remedy any problems with the Licensed Software resulting from any customizations, modifications, or extensions to the Licensed Software, regardless of by whom such customizations, modifications, or extensions were performed.
- b. LICENSOR acknowledges that Licensee's intended use of the Licensed Software is paramount to the conducting of Licensee's operations. LICENSOR will use its best efforts in providing additional support and consulting services, which go beyond the scope of existing agreements in order to avoid any disruption of Licensee's operations. Additional support and consulting services requested by Licensee and provided by LICENSOR to Licensee that are not covered by the Support agreement will be charged at the then current rates if they are:

- i. not related to a functional problem of the Licensed Software or if the software function does not represent a discrepancy from the published specifications;
 - ii. related to wrong data input if such data input is provided by Licensee or any third party;
 - iii. related to installation or operation problems of the Licensed Software on platforms that are not certified by LICENSOR;
 - iv. pertaining to the availability of the Licensed Software if it is impeded by the availability of the Network, Operating System, Hardware or any third-party software like Database system and if the impeding system is hosted or controlled by Licensee;
 - v. related to Licensed Software that has been altered or modified by Licensee or any third party unless such alteration or modification is done in conjunction with, full knowledge and consent of LICENSOR;
 - vi. for assisting Licensee in additional configurations like setting up User Accounts, changing or adding custom reports, templates, menu and screen layouts.
- c. An approval of all incurred charges related to abovementioned services shall be considered automatically granted if the licensee explicitly requested these services and the charges are not higher than US\$ 5,000 per month. For any charges exceeding this amount LICENSOR will require an express prior written approval from a Foxconn representative before providing any additional services. These charges shall be invoiced at the end of the respective month.

5) Support Call Classifications, Response Times and Escalation

In the event the Licensed Software fails to comply with the provisions set forth in this Agreement, LICENSOR shall respond based on the severity of any defect or error in the Licensed Software according to the following time schedule:

- a. Critical priority support incidents: A critical priority support incident shall be defined as one where an error or defect in the Licensed Software negatively impacts Licensee's core operational process in a serious and material fashion (i.e. a "Server down" situation) and no workaround is available. In the event of a critical priority support incident, LICENSOR shall do the following:
 - i. Provide a response to Licensee within sixty (60) minutes and use all commercially reasonable efforts to resolve the situation within twenty-four (24) hours.
 - ii. If unable to resolve the situation, LICENSOR shall escalate the problem to the highest management level and continue to use all commercially reasonable efforts to resolve such problem within the next twenty-four (24) business hours.

- iii. If still unable to resolve the situation, LICENSOR shall dispatch trained LICENSOR resources to Licensee's place of operations within one business day to resolve such problems.
- b. Serious priority support incidents: A serious priority support incident shall be defined as one where an error or defect in the Licensed Software affects multiple users or directly impacts commitments to Licensees or business partners. In the event of a serious priority support incident, LICENSOR shall do the following:
 - i. Provide a response to Licensee within sixty (60) minutes and use all commercially reasonable efforts to resolve the situation twenty-four (24) hours.
 - ii. If unable to resolve the situation, LICENSOR shall escalate the problem to the highest management level and continue to use all commercially reasonable efforts to resolve such problem within the next twenty-four (24) business hours.
 - iii. If still unable to resolve the situation, LICENSOR shall dispatch trained LICENSOR resources to Licensee's place of operations within one business day to resolve such problems.
- c. Medium priority support incidents: A medium priority support incident shall be defined as one where an error or defect in the Licensed Software is typically occurring on a non-regular basis, affects only a portion of the Licensed Software, yet still allows Licensee to fulfil its core operational processes. In the event of a medium priority support incident, LICENSOR shall do the following:
 - i. Provide a response to Licensee within one (1) business day
 - ii. Use all commercially reasonable efforts to resolve the situation within five (5) business days.
- d. Low priority support incidents: A low priority support incident shall be defined as one where an error or defect in the Licensed Software is typically occurring on an irregular basis, still allows Licensee to fulfill its core operational processes and is a low priority for Licensee. In the event of a low priority support incident, LICENSOR shall do the following:
 - i. Provide a response to Licensee within one (1) business day
 - ii. Resolve the problem or defect in the next scheduled service pack or Update to the Licensed Software.

6) Escalation

If an issue is not closed to Customer's satisfaction or if the time for response exceeds agreed upon maximums, Customer may either re-open and/or escalate the issue to LICENSOR's Service Center Management.

7) Support Level Description

Support Level	Details
Level 1	<ul style="list-style-type: none"> - First point of contact (FPOC by e-mail, phone or web for super-user) - Incident Management - Consider the service level agreement - Organize support mailbox and archival - Handle calls (creation, qualification, coordination, assignment and tracking of issues) - Transfer calls to level 2 or higher - Non-Complex Incident Resolution (e.g. basic troubleshooting, meaningful Isolation, rescheduling) - Coordination and Communication (trigger needed action between internal and external teams)
Level 2	<ul style="list-style-type: none"> - DBA execution - Run SQL statements and procedures, start-up, troubleshoot, performance - Knowledge Management - Provide and update technical content/documentation of application - Release to Production execution - Operations Management - Manage the day to day processing with involved teams, provide input for change, continuity and customer management, maintain application infrastructure - Problem and Incident Management - Identify problems, analyse root cause, trigger corrective actions, resolve issues, update documentation - General knowledge of application functionality and backend processes is required
Level 3	<ul style="list-style-type: none"> - Infrastructure and Knowledge Management - Ensure all internal support personnel is trained - Deep Technical Support (DBA, Product, Framework) - Problem and Risk Management - Identify problems, analyse root cause, trigger/validate corrective actions, resolution - Track requests to make changes to the Application environment or any aspect of IT application services - Manage new releases and changes, ensure delivery, communication and internal training - Evaluate requests for appropriateness, scope, impact, and ownership - Ensure service level and performance, establish necessary procedures with contacts and paths

EXHIBIT C
HOSTING SERVICES

Fees for hosting services are included in the annual service contract and no additional fees for hosting are due hereunder.

PROCUREMENT POLICY & PROCEDURES

**For the
CITY OF GLEN COVE**



Drafted – May 8, 2019

Edited by Purchasing – June 6, 2019

Updated by Frank Ferrante – July 24, 2019

Procurement Policy & Procedures

I. PURPOSE

This policy establishes the guidelines whereby the City of Glen Cove will obtain supplies, equipment and services in a timely manner and at the best value to the residents and taxpayers of the City. Further this policy will be carried out in a manner that maintains fairness to competitive vendors and abides by all applicable Federal, State, and local laws, and the rules and regulations governing public purchasing practices.

This policy shall be approved by the City Council annually, on the 1st Council Meeting of each year. The Purchasing Agent will ensure that Department Heads provide annual training to their employees and obtain written receipts that each employee has received and understood the policy herein.

II. AUTHORITY OF THE CITY OF GLEN COVE PURCHASING AGENT

The City Purchasing Agent is a position within the Department of Finance, appointed from an eligible Civil Service list by the Mayor and with consent of the City Council. The City Purchasing Agent shall, in accordance with the Glen Cove Charter Article 11, Section C2-10:

- A. Procure or approve purchasing of all supplies, materials, equipment, and contractual services required by any department, office, board or commission of the city, pursuant to such rules and regulations as may be established by the City Council. All purchases made by the Purchasing Agent shall be pursuant to a signed requisition from the head of the department, office, board or commission whose appropriation is to be charged. All purchases shall be made in accordance with the provisions of the New York State General Municipal Law, the City of Glen Cove's Purchasing Policy, and any other state or local legislation.
- B. Establish and enforce, after consultation with the heads of all departments, standard specifications for all supplies, materials and equipment to be purchase by the city.
- C. Prescribe the process of requisitioning for such supplies, materials, and equipment.
- D. Ensure the inspection of deliveries of such supplies, materials and equipment, and cause tests to be made when necessary to determine the quality and conformance with specifications.
- E. Negotiate and submit to City Council for approval all inter-municipal purchasing agreements.
- F. Make contracts subject to City Council approval, providing all relevant detail on Bids/Quotes in a timely and complete fashion.
- G. Solicit by public bid or request for proposal and recommend for award by the City Council contracts to vendors that have met the required specifications and will provide the best value to the city.
- H. Assure the creation of a master list of approved vendors via vendor qualification form, which the City Clerk will keep on file, and also assure the distribution of the current list to all Department Heads.

III. POLICY AND EXCEPTIONS TO THE COMPETITIVE BIDDING REQUIREMENT

The City of Glen Cove Purchasing Agent shall approve **ALL** purchases and issue contracts for supplies, materials, and equipment for the City and any City official, Department, Board, or Agency for which the City may be liable.

The Purchasing Agent shall have discretionary authority to initiate the formal bidding process, whether or not a state or county bid exists. It is the responsibility of the Purchasing Agent to ensure that any vendor being considered has been vetted as a responsible vendor. The purchase of any item or commodity which the Purchasing Agent reasonably estimates will, in aggregate, exceed the statutory limit on a citywide basis during the fiscal year, must be awarded to the lowest responsible bidder after publicly advertising for sealed bids as prescribed by NYS 103 General Municipal Law.

The Purchasing Agent shall prepare the notices to bidders, arrange for publication in the official newspaper of the City as prescribed by NYS 103 GML, and assure that the affidavit of publication is filed with the City Clerk's office.

The Purchasing Agent will conduct periodic reviews of the quantities of goods and services purchased by both commodity and vendor to determine if the volume of activity will likely exceed the limits beyond which formal competitive bidding must be conducted.

Competitive bidding is required in all situations as defined by threshold in this policy and where so designated under the provisions of the New York State General Municipal Law, including the "best value" provision (GML 103), and in all other situations where required by the City Council.

The City Council, via resolution, will award purchasing contracts to the lowest, responsible bidder recommended by the Purchasing Agent for contracted public work projects, contracted professional services, and contracted services.

A. Materials, Equipment, Supplies and Services

Pursuant to NYS General Municipal Law 104b, all materials, equipment, supplies or services (purchases or leases) that are not procured through a Federal (GSA), State or County contract or approved National Cooperatives, requires the City Council to establish guidelines to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost by obtaining quotes and purchase orders in accordance with the thresholds as follows:

<u>Dollar Range</u>	<u>Solicitations Required</u>	<u>Method</u>
Less than \$500	One (1)	Verbal Quote – No PO req'd.
\$500 - \$2,499	Two (2)	Verbal Quote + PO
\$2,500 - \$9,999	Two (2)	Written Quote + PO
\$10,000 - \$19,999	Three (3)	Written Quote + PO
\$20,000 or above	Competitive Bid	Formal sealed bid – plus PO

The Purchasing Agent will award materials, equipment, and supplies to the lowest, responsible vendor. The City Council, via resolution, will award contracted services to the lowest responsible bidder. A purchase order will be initiated for all purchases.

B. Public Works

The Purchasing Agent shall solicit bids and the department head shall solicit quotes for all Public Works Contracts based upon the following guidelines:

<u>Dollar Range</u>	<u>Solicitations Required</u>	<u>Method</u>
Less than \$2,499	Two (2)	Verbal Quote + PO + quote form
\$2,500 - \$9,999	Two (2)	Written Quote + PO + quote form
\$10,000 - \$34,999	Three (3)	Written Quote + PO + quote form
\$35,000 or above	Competitive Bid	Formal sealed bid + PO + quote form

All Public Works quotes submitted must include the Quote Form #P2-19 (see Appendix III) documenting quotes obtained. The City Council, via resolution, will award bids to the lowest responsible bidder(s) for all contracted public work projects and all Public Works projects of \$35,000 or above. The Purchasing Agent will provide an explanation of the recommendation for each award and make available to the City Council all written quotes to help in the final decision-making processes.

C. Professional Services and the RFP Process

The Request for Proposal method of procurement provides prospective vendors with information about the City and promotes competition among vendors to provide the City with realistic proposals tailored to its needs. It provides the City with the proposer's qualifications and experience for purposes of evaluation so that price is not the sole criteria for selection.

All requests for proposals will be conducted in the same manner as formal bid solicitations.

Public notice of Request for Proposal shall be given in the same manner as for Competitive Sealed Bidding. The Request for Proposal shall state the importance of price and other evaluation factors. Discussions with responsible offerors and revisions to proposal may be conducted by the Purchasing Agent and the Director of the requisitioning department for the purpose of clarification and to assure full understanding of, and conformance to, solicitation requirements with respondents who are being considered for possible award. Any discussions conducted must be documented and shared with all offerors.

The Purchasing Agent and the requisitioning Department Director will recommend for award a vendor to the City Council. The City Council will award or deny the award via resolution.

Professional Services are those that require special/technical skills, training and/or expertise not necessarily available from an individual/entity offering the lowest bid. These services include, but are not limited to, architectural/engineering design services, surveyors, accounting services, consultants, and legal services. The nature of these services does not readily lend itself to competitive procurement procedures and therefore does not require a formal bidding process.

The Purchasing Agent will be responsible to submit a recommendation of professional services to the City Council. The recommendation must provide a scope of services required and a narrative as to why the proposal is in the best interest to the City of Glen Cove. Professional Services contracts are awarded by City Council resolution.

When the Purchasing Agent determines that services fall outside the realm of competitive bidding, the Requests for Proposals process may be used in place of competitive bidding whenever practical. The use of RFP demonstrates the City's intent to rely on a competitive process "to assure the prudent and economical use of public moneys in the best interest of the taxpayers" as required by NYS GML 104b.

D. Government Contracts or "Piggybacking"

Any contract to purchase apparatus, materials, equipment and supplies or to contract for services related to the installation, maintenance, or repair of those items, may be made through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein. The underlying contract must be let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities. Purchases made in accordance with this section are not subject to competitive bidding requirements, as authorized by General Municipal Law Section 103.

Purchases made through any contracts that allow for political subdivisions to purchase from them, as well as NYS Contracts, are also exempt from competitive bidding, so long as the contract was awarded in a manner consistent with NYS Law.

It is not necessary to obtain informal quotations or formal bids when purchase are made from Federal (GSA), State, County contracts or the approved list of National Cooperatives. Under certain conditions, local townships and villages may be exempt from the formal bid process as well.

Whenever possible the Departments of the City will purchase materials, supplies, or equipment through piggybacking on the New York State Office of General Services contracts as they apply to government agencies and municipalities. Department Directors must explore the use of Federal, State and County contracts before requesting the initiation of a City bid for the same or similar service or commodity. Department Directors may request the Purchasing Agent to issue a City bid if there is reason to believe that better pricing can be sought or that such actions are in the best interest of the City of Glen Cove.

E. Preferred Sources

Commodities produced, manufactured or assembled from approved charitable non-profit agencies for the blind, severely disabled, qualified special employment programs for mentally ill persons and qualified veterans workshops are considered to be "preferred sources" under New York State Finance Law 162 and are exempt from the competitive bidding requirements. The purchasing department shall keep a list of specific agencies that are exempt from competitive bidding.

F. Sole-Source Procurement

A contract may be awarded without competitive bidding when the Purchasing Agent determines, by written documentation from the end-user Department after researching available resources, that there is only one "Sole Source" for the required commodity or service.

To qualify as a Sole Source, the end-user Department Head shall demonstrate:

1. Lack of other products providing equivalent or similar benefits;
2. No potential competition from other dealers or distributors;
3. Benefits to the City of this product as compared to others available in the marketplace.

Supporting written documentation of Sole Source procurement shall be maintained by the Purchasing Agent as a matter of public record and shall list each supplier name and the item provided. A vendor classified as a "Sole Source" provider will be required to provide the City with written documentation every two years to prove that their Sole Source status has not changed.

IV. PROCEDURES

A. Purchase-Order Requisitions

It is the responsibility of the requisitioning Department to provide adequate specification details to the Purchasing Agent.

The Purchase-Order Requisition Form# P1-19 (see Appendix III) must be properly filled out with all quotes and relevant backup attached. When attaching a completed quote, the quote form must be included to document all quotes received. All fields of the Purchase Order Requisition form must be filled out. Failure to do this will result in the paperwork being returned to the requisitioning department and will ultimately result in the order being delayed.

The Purchasing Agent will make all purchases in accordance with the City's Purchasing Policy.

B. Request for Quotation

Written formal quotations are preferred in all cases; however, telephone quotes will be allowed to expedite the process pursuant to the limits set forth in the Purchasing Policy Section and as described in Section III, A and B.

Quotations from prospective bidders who are unable to supply the required goods or service and offer a "No-Quote" response to a request are counted toward compliance with this requirement, as described below:

The purchasing agent should assure that all quotes and his/her efforts to obtain such quotes in accordance with the numbers required by policy are well documented. Verbal quotes shall be

documented in telephone logs that include the date, vendor name, telephone number, name and title of person spoken to, and the amount of the quote.

In certain instances, an unresponsive quote may be substituted for one required quote. For non-responsive quotes, telephone logs should document the date, vendor name, telephone number and, if applicable, the name and title of the person spoken to or message left for. Non-responsive written quotes should be documented on the Quote Form# P2-19 (see Appendix III) when submitted to Purchasing, including all relevant information as described for verbal quotes.

Exceptions to procuring the required number of bids as established in this policy should be limited, as defined and approved by the Purchasing Agent. Public interest is best served through the competitive process and all best efforts should be expended to obtain the required number of quotes.

C. Request for Proposal

See III, Section C.

V. COMPETITIVE BIDDING REQUIREMENTS & PROCESS

The Department Director must submit to the Purchasing Agent a detailed request according to the Purchasing Policy. Funding must be available and defined to begin the BID process and Capital project request amounts must match what was requested in the Capital project requests

The Purchasing Agent will conform the specifications into a formal bid proposal and make it available to the City Council for approval.

Upon City Council approval, the Purchasing Agent will schedule submission of bids in the Local Newspapers making best efforts to assure inclusion of minority- and women-owned businesses. Legal notice will also be posted on the City's website in the "BIDS AND RFP OPPORTUNITIES" section.

A. Bid Specifications

The Purchasing Agent will work with the requesting Department to prepare specifications for supplies, commodities or services through information furnished on all requisitions, and advertise for bids based on the specifications prepared. The requesting Department will have final approval of the specifications and send the Purchasing Agent their approval in writing prior to bid solicitation. Specifications will not be written in such a manner as to effectively exclude all but one bidder. Specifications shall be written in a manner to allow any product, commodity, or service that is reasonably equivalent to satisfy the bid requirements.

No employee or representative of the City may offer verbal clarification or communication of any kind relating to any bid specification. All questions regarding bid specifications must be submitted in writing to the Purchasing Agent and must be received no later than 5 business days prior to the opening date to receive a response. Responses will be made in the form of addenda to all parties of interest.

No employee, consultant, or representative of the City is permitted to reveal to any prospective bidder for any bid or RFP, the names of any other prospective bidder or party of interest until such time as the bid or RFP has been opened and made public.

Requests for items requiring specifications must contain the following:

1. Physical, chemical, or electrical composition of the item.
2. Dimensions, tolerance, and performance expected of the item.
3. Quantity or estimated quantity required.
4. If a trade-in/upgrade is involved, time and locations of where such items may be examined by bidders.
5. Time and place of delivery.

B. Emergency Orders

Emergency orders may be given in cases where a genuine public emergency, or necessity for immediate action, exists. Emergency circumstances are only to be declared by the Mayor and in accordance with NYS General Municipal Law 103, "are used in emergencies arising out of an accident or other unforeseen occurrence whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision, require immediate action which cannot await competitive bidding."

Requisitions for emergencies will follow the same procedures as other requisitions but shall have priority so the vendor will receive copies of the order without delay. The requisition will be marked "Emergency PO – Do Not Duplicate" and approved by the Purchasing Agent. The Department Director must document the need for the action in a memo submitted to the Purchasing Agent.

C. Bid Opening and Award

The procedure for bid openings and awards is as follows:

1. The Purchasing Agent shall assure that only bids submitted by City-approved vendors are accepted.
2. The opening of bids will occur at a place in City Hall as designated by the Purchasing Agent. All interested parties may attend.
3. Bids will be opened at the time specified in the legal notice and no bids will be received or accepted after such time.
4. The sealed Bids shall be opened one by one and the information read aloud as follows;
 - a. Name of bidder
 - b. Amount of bid price on each item in which a separate award is permissible.
 - c. The total amount of the bid and/or alternate bid.

5. The Purchasing Agent shall record each bid result on a bid tabulation sheet and shall certify that it reflects the bids as read.
6. If an item for purchase offered by the lowest responsible bidder does not exactly meet all of the bid requirements as advertised, the Purchasing Agent shall still award the bid to such lowest responsible bidder if in his/her opinion and after consultation with the ordering Department, the deviations are so minor in nature that such low bid may be considered in substantial compliance with the specifications, as long as the deviations do not place the bidder in a superior or preferential competitive position to make the low bid.
7. The Purchasing Agent reserves the right to reject any and all bids but will not reject any bid without a substantial reason, which must be noted in the official records of the Purchasing Department.
8. The Purchasing Agent and the requisitioning Department head are to submit a formalized bid tabulation sheet and a summary review of submitted bids to the City Council for review. City Council has the responsibility to pass or deny a resolution to accept awarding of the bid to the vendor.

D. Purchase Orders/Blanket Purchase Orders

The Purchasing Agent (or designee) is responsible for issuing all City purchase orders based on requisitions submitted by Department Directors. Funding must be available in the budget to create a purchase order. Only purchase order forms prepared by the Purchasing Agent are to be issued to a vendor.

The Purchasing Agent at his/her discretion may increase a purchase order up to 10% of its original amount to cover the incidental charges such as freight.

Blanket purchase orders are to be used for orders placed with the same vendor on a regular weekly, monthly, or quarterly basis for the same commodities and/or services. Such vendors must have an existing contract with the City or be included via Federal, State, County, other municipality or approved National Cooperative. Annual or blanket purchase orders for items that are not for recurrent commodities and services on a set basis are not acceptable.

Blanket purchase orders may include, but not be limited to, the following types of expenses:

- Utilities: Light, power, telephone, water, and fuel oil.
- Rentals: Contract or Bid, copy equipment, communication radios, security alarms.
- Supplies: Industrial and automotive parts.

It is important to know and include in the requisition the expiration date of a contract or bid when submitting a blanket purchase order.

Purchase requests that require a P.O. (see III A and B of this policy) must have an approved P.O. prior to accepting goods or services.

The City will not be responsible for or make payments above the threshold limits for the purchase-order requirement without an issued purchase order.

Deliveries made or services rendered without a purchase order are not-binding and will not be paid by the City. The City will assure that all vendors are made aware of this policy through vendor-information sites. Vendors deviating from this purchase procedure will be notified immediately and informed of the possible consequences.

E. Confirming Purchase Orders

“Confirming Orders” (orders placed for goods and/or services prior to the creation of a requisition/purchase order and prior to approval by the Purchasing Agent) are not an acceptable practice and will result in non-payment of services.

All purchases transacted between the City of Glen Cove and any/all vendors must be authorized in advance by the Purchasing Agent. Orders for goods and services should only be placed after a requisition has been encumbered. Items may not be added to a purchase order after it has been encumbered without the documented prior approval of the Purchasing Agent. If additional items are needed after a purchase order is processed, the Purchasing Office should be contacted for direction. PURCHASE ORDERS WILL NOT BE ISSUED AFTER A PURCHASE OR SERVICE HAS BEEN RENDERED.

F. Change orders

Change orders for Public Works projects require prior City Council approval before requesting the increase/decrease of a purchase order. The requesting Department must attach an approved resolution to the “Request for Adjustment of Purchase Order” form and provide justification for the changes requested.

G. Trainings & Conferences

Prior City Council approval must be obtained for all trainings and conferences by filling out the attached Training Request Form# P3-19 (see Appendix III). Costs should include lodging and travel.

To obtain proper reimbursable rates for travel please refer to the following link:
https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NY&fiscal_year=2019&zip=&city=

When seeking reimbursement for any above costs, please use the Reimbursement Report Form# P4-19 (see Appendix III).

H. Goods Receipt

Packing slips must be signed and dated by the employee accepting the delivery for the department and submitted with the claims voucher when processing to Accounts Payable.

I. Payment of Invoices

In order to process vendor payment, the Controller’s office must receive the following documents from the ordering Department:

- Invoice – Original invoices must reference the associated purchase order number. The ordering Department must mark "Final Invoice" on the last invoice to be paid.
- Blanket Purchase Orders – A copy of the blanket purchase order with a total of associated invoices signed by the Department Director must be attached to all original invoices.
- Shipping/packing slip – signed by Department designee confirming receipt of goods as ordered.

VI. CONFLICT OF INTEREST

Purchasing activities are to be conducted in a manner that is in accordance with the law, the best interests of the local government, avoids favouritism, wastefulness, extravagance, fraud and corruption and fosters honest competition to obtain the greatest economic benefit for every tax dollar expended. No City employee or official having responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee or official knows, or should know, that:

- A. The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction; or
- B. The employee, employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction; or
- C. The employee, employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- D. The employee, employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.

The acceptance of gifts or gratuities, financial or otherwise, from any supplier of materials or services to the City is strictly prohibited.

APPENDIX I

DEFINITIONS

Purchase Order – A written authorization signed by the Purchasing Agent for a supplier to ship products at a specified price, which becomes a legally binding contract once accepted by the supplier.

Blanket Purchase Order – Written authorization for a vendor to fulfil multiple orders for the same commodities or services with a maximum dollar limit and time limit. A blanket purchase order (BPO) is an agreement between an organization and a supplier to deliver goods or services with a set price.

Goods Receipt – Confirmation of receipt of ordered goods/services by ordering Department.

Invoice – A commercial document that references a purchase order number, indicating the products, quantities and agreed prices for products or services the vendor has provided.

Purchase Contract – A legal agreement between the City and a vendor for goods and/or services.

Request for Proposals – A Request for Proposal (RFP) is the City's competitive solicitation for proposed services for technical or service oriented projects.

Request for Formal Bid – A Request for Bid (RFB) is the City's competitive solicitation for supplies, materials, equipment, or project-based specifications developed by the City.

Specifications – Detailed description of product or service requirements as defined by the City.

APPENDIX II

NATIONAL COOPERATIVES CURRENTLY IN USE:

1. Sourcewell (formerly NJPA)
2. Omnia Partners (formerly National IPA and TCN)
3. NCPA (National Cooperative Purchasing Alliance)

The addition of participation in other cooperatives must be done through the Purchasing Agent following approval by City Council, via resolution.

DRAFT

APPENDIX III
REQUIRED FORMS TO BE COMPLETED FOR ALL REQUESTS
FOR PURCHASES

DRAFT



CITY OF GLEN COVE

PURCHASE REQUISITION FORM

DATE: _____

P.O. NUMBER: _____

FROM DEPT:		FUND LINE NAME:	SHIP TO:	
		FUND LINE NUMBER:	ATTENTION OF:	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE

SIGNATURE OF EMPLOYEE COMPLETING FORM	RECOMMENDED VENDOR:	ESTIMATED TOTAL COST:
DEPARTMENT HEAD SIGNATURE	CITY VENDOR #	ACTUAL COST:

*** QUOTE(S) OR RELEVANT BACKUP MUST BE ACCOMPANIED WITH THIS FORM. FAILURE TO DO THIS WILL RESULT IN NO PO# BEING GENERATED, NO EXCEPTIONS!**

TO BE COMPLETED WHEN USING MORE THAN 1 QUOTE

**QUOTE FORM**

Supplies, Materials ("Purchase") Contracts:		
Items \$0 - \$1,000.00 No Quotes or PO needed	Items \$1,001 - \$5,000 3 Telephone/Written Quotes	Items \$5,001 - \$19,999 3 Written Quotes

The City of Glen Cove is not responsible for payment of any goods or services that are not authorized by the Purchasing Agent.

Name: _____ Date: _____ Department: _____

	VENDOR NAME AND ADDRESS	TELEPHONE NUMBERS	VENDOR REP NAME	ITEM	QUANTITY	PRICE OF EACH ITEM	TOTAL PRICE
Quote 1		Phone	EMAIL ADDRESS				
		Fax					
Quote 2		Phone	EMAIL ADDRESS				
		Fax					
Quote 3		Phone	EMAIL ADDRESS				
		Fax					

Submit Quote Form with Purchase Requisition Form

Approval of Purchasing Agent _____

This form has to be updated. It should be:

Dollar Range**Solicitations Required****Method**

\$0 - \$500

One (1)

Verbal Quote – No PO needed

\$500 - \$2499

Two (2)

Verbal Quote + PO

\$2500 - \$9,999

Two (2)

Written Quote + PO

\$10,000 - \$19,999

Three (3)

Written Quote + PO

\$20,000 and Above

Competitive Bid

Formal Sealed Bid + PO

**TO BE COMPLETED FOR ALL TRAINING REQUESTS AND
SUBMITTED TO CITY COUNCIL FOR RESOLUTION**

Timothy Tenke
Mayor
Sandra Clarson
Controller
sclarson@cityofglencove.ny.gov



CITY OF GLEN COVE
OFFICE OF THE CITY CONTROLLER
City Hall, 9 Glen Street, Glen Cove, NY 11542

Phone: (516) 476-2000
Fax: (516) 759-6791
www.glencove-ni.us

TRAINING REQUEST FORM

Date: _____

Your Name: _____

Department: _____

Class Requested: _____

Cost of Class: _____

Date(s) of Class(es): _____

Costs Associated with Class:

Airfare: _____

Car Service: _____

Hotel: _____

Meals: _____

Rental Car: _____

Parking: _____

Gas: _____

Mileage: _____

Tolls: _____

Total Estimated Cost of Class plus Expenses: _____

FUND LINE: _____

Department Head Signature: _____

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.

**TO BE COMPLETED WHEN SEEKING REIMBURSEMENT FOR
TRAVEL AND MEAL EXPENSES**

REIMBURSEMENT REPORT

Month/Year: _____

Prepared By: _____ (Signature)

Approved for Payment: _____ (Signature)

Please provide receipts and include the applicable GSA tables for which you are seeking reimbursement

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**CITY OF
GLEN COVE**

Request for Adjustment of Purchase Order

Date: _____

Requestor: _____

Increase Decrease Change

Purchase Order #: _____

Vendor Name: _____

Amount of Change: _____

Resolution # and Date (if applicable): _____

Description/Reason for Change:

Department Head Approval Signature

Purchasing Agent Approval Signature



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: Park & Recreation

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
55436	Day Camp Expenses	\$24,000.00	
55434	Tournaments		\$10,000.00
55435	Baseball Program Expenses		\$10,000.00
55430	Adult Activities		\$4,000.00

Reason for Transfer: TO COVER SUMMER PROGRAM
EXPENSES. LINE WAS UNDERFUNDED
FROM REQUESTED AMOUNT, AND
TRIP EXPENSES WERE SIGNIFICANTLY
INCREASED OVER ANTICIPATED EXPENSES.

Department Head Signature:

Jessica Belyea

Date: 9/12/19

City Controller Approval:

Jessica Belyea

Date: 9-12-19

City Council Approval - Resolution Number:

Date:



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

GCF-1 (7/08)

DEPARTMENT: SENIOR CENTER

BUDGET YEAR: 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7030-55438	Contractual Services		\$2500.00
A7030-51140	Overtime	\$2500.00	
A7030-54324	General Supplies		\$1000.00
A7030-52220	Equipment	\$1000.00	

Reason for Transfer:

To partially cover shortfall in Overtime for NYSOFA Program, Circle of Friends.

To cover shortfall in Equipment.

Department Head Signature:

Carol Waldman

Date: 9/11/2019

City Controller Approval:

Josée Claver

Date:

9-11-19

City Council Approval – Resolution Number:

Date:



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: Mayor Office

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1990-55940	Contingency		9349.11
A1910-55950	Unallocated Insurance	9349.11	

Reason for Transfer:

Transfer of funds to provide insurance coverage for 11 new locations that the
City did not properly have insured.

Department Head Signature:

[Signature]

Date:

09/13/19

City Controller Approval:

Sandra Clarson

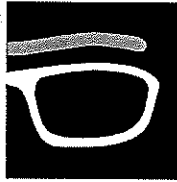
Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance
Dept, email=sclarson@cityofglencoveny.org, c=US
Date: 2018.04.06 11:03:37 -0400

Date:

09/12/2019

City Council Approval – Resolution Number: _____

Date: _____



Edward P. Boles, President

Dr. Edward H. Miles, Secretary Treasurer

CPS OPTICAL

AGREEMENT

This is an agreement between Comprehensive Professional Systems Inc. (hereinafter called the "Provider") and the CITY OF GLEN COVE (hereinafter called the "Fund") under which the Provider, by the undersigned, agrees to provide the members and dependents covered by the Fund with optical services and supplies as set forth below.

This Agreement revokes and supersedes any existing agreements between the Provider and this Fund regarding the provision of optical services and supplies.

The following optical services and supplies will be provided to the members and dependents of the Fund upon presentation of properly validated proof of eligibility. The Provider will be reimbursed by this fund for services in accordance with the following schedule:

For \$21.00 per member per month, CPS providers will offer your eligible members and their covered dependents personalized care in addition to the following benefits:

- A comprehensive eye examination including tonometry; and
- Single vision plastic lenses and a frame, or
- Flat Top 25/28 or Executive or Invisible plastic bifocal lenses and a frame, or
- Trifocal 7x28 plastic lenses and a frame, or
- Standard progressive plastic lenses and a frame, or
- Prescription sunglasses and a frame
- Frame will be selected with a retail value of up to \$150.00
- Cosmetic tint, scratch resistant coating, Ultra violet and oversize lenses are included at no additional cost

Or

- Two- week disposable contact lenses a six-month supply (single vision, non-astigmatism, non-cosmetic). Fitting and follow up visits are included for covered contacts.

A 30% discount will be given on all non-covered items including a second pair of eyeglasses; excluding frame overages and already discounted, sale, credited services or surcharged items.

SURCHARGES TO PATIENT:

Anti-reflection coating.....\$35.00
 Polarized lenses.....\$75.00
 Polycarbonate lenses\$35.00
 High index lenses (up to 1.60) \$55.00
 Transition lenses (Single vision) \$65.00
 Transition lenses (Bifocal) \$75.00
 Premium Progressive lenses.....\$90.00

Comprehensive Professional Systems Inc.

11 Hanover Square, 8th Floor, New York, NY 10005

Tel: (212) 675-5745 • Fax: (212) 675-1147

www.cpsoptical.com



The Provider further agrees to provide the Fund with a fully itemized monthly statement, including all reimbursable services and supplies provided to members or dependents of this Fund.

The eligible member or dependent of the Fund will be responsible for the payment of all charges for services and supplies not covered under this Agreement.

This Agreement may be terminated by either party by presenting written notice of termination at least 60 days in advance. Absent of such notification, the terms of the agreement shall be automatically renewed.

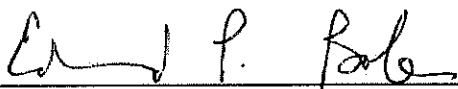
It is hereby agreed that the above fully expresses the Agreement by the Provider to provide optical services and supplies effective October 1st, 2019 to eligible members and dependents of the Fund.

ACCEPTED AND AGREED BY:

On behalf of City of Glen Cove

Date: _____

Print name & Title



Eddie Boles, President
Comprehensive Professional Systems Inc.

Date: 8/28/19