



RAYMOND G. DIBIASE, P.E., PTOE, PTP, PRESIDENT and CEO  
ROBERT A. STEELE, P.E., EXECUTIVE VICE PRESIDENT  
JAMES L. DeKONING, P.E., VICE PRESIDENT

March 15, 2023

City of Glen Cove  
Department of Public Works  
9 Glen Street  
Glen Cove, New York 11542

Att: Michael Yeosock, P.E., Director of Public Works

**Re: Proposal for Inspection of the Steel Bulkhead at 1 McLoughlin Street in Glen Cove**

Dear Mr. Yeosock,

Pursuant to your Department's request, L.K. McLean Associates, P.C. (LKMA) is pleased to submit the following proposal for professional engineering services related to the inspection of the existing steel bulkhead at 1 McLoughlin Street in Glen Cove.

The proposed scope of work will entail the following:

### **SCOPE OF SERVICES**

#### **I. Engineering Inspections (\$2,600.00)**

Under this task, LKMA will perform a visual existing conditions inspection of the existing steel bulkhead. The inspection will be performed from the top of the bulkhead, by walking along the beach and wading in the water. Where depths are significant and it is clear that the bulkhead may be experiencing deterioration and soil loss behind the bulkhead, we will utilize our underwater SeaViewer™ camera or GoPro to observe and record video of the subsurface conditions of the sheeting and fixing bolts.

Inspection of the bulkhead will be performed in accordance with the *Department of Defense: Unified Facilities Criteria: Maintenance of Waterfront Facilities & FHWA-NHI-10-027*. During the inspection, our engineers will assess and document the following conditions to determine the overall condition of the bulkhead, recommended repairs, and its estimated service life remaining:

- Soil loss areas behind bulkhead
- Tie rod and bolt corrosion/ Loss of bolts or fasteners
- Alignment, toe failure and anchorage failure
- Extensive corrosion, pitting, mechanical damage



- Fixing bolt and connection corrosion
- Tie rod corrosion (where visible)

**II. Preparation of Conditions Assessment Report – (\$7,500.00)**

Utilizing the information gathered during the inspection, LKMA will prepare a report summarizing the findings regarding the existing conditions of the steel bulkhead. LKMA will prepare Engineer's Estimates for the full in-kind replacement of the existing structure. LKMA will break up the construction cost estimates into phases based on the overall condition of the bulkhead. In addition, LKMA will provide a temporary plan and detail to maintain access to the Glen Cove Yacht Club's floating dock system for the 2023 summer.

**Fee Payment Schedule**

**Our fee estimate for the above referenced services is as follows:**

I. Engineering Inspections	\$2,600.00
II. Preparation of Conditions Assessment Report	\$7,500.00
<b>Total Engineering Services (Tasks I-II):</b>	<b>\$10,100.00</b>

The indicated fee includes all out of pocket expenses associated with travel, materials and reproduction costs.

We want to thank you for giving us an opportunity to work on this project. If you have any questions or comments regarding this proposal, please do not hesitate to contact me.

Very truly yours,

Keith J. Masseria, P.E.  
Associate

CC: LKMA Controller Copy  
LKMA Project Manager Copy.





# D&B ENGINEERS AND ARCHITECTS

330 Crosswa  
516-364-9890 • 718-460-363

LB

## Principals

Steven A. Fangmann, P.E., BCEE  
*President & Chairman*

William D. Merklin, P.E.  
*Executive Vice President*

Robert L. Raab, P.E., BCEE, CCM  
*Senior Vice President*

Joseph H. Marturano  
*Senior Vice President*

March 6, 2023

Mike Yeosock, P.E., Director  
City of Glen Cove  
Department of Public Works  
9 Glen Street  
Glen Cove, NY 11542

Re: Proposal for 2023 Stormwater Management Program Services  
MS4 Permit Compliance Activities

Dear Mr. Yeosock:

D&B Engineers and Architects (D&B) is pleased to provide this proposal to continue assisting the City in maintaining its mandated compliance with the New York State Department of Environmental Conservation (DEC) General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s).

## STATUS OF REGULATIONS

The current version of the MS4 General Permit continues to be administratively extended by DEC. Updates to the MS4 regulations have been delayed due to a number of administrative issues. As a result, DEC has not significantly revised the MS4 regulations in the past twelve years. In order to conform with the Federal stormwater rule making, DEC is currently in the process of modifying and renewing the MS4 General Permit. Based on correspondence with DEC, the renewal of the MS4 General Permit is expected to be completed this year and result in significant regulatory changes emphasizing documentation, information gathering, mapping, schedules, prioritization, and evaluating existing programs. As always, part of D&B's annual municipal stormwater support for the City includes monitoring of DEC's renewal process, reviewing the Draft Permit, and submitting technical comments to DEC on behalf of the City.

In the interim, please be aware that the DEC and United States Environmental Protection Agency (EPA) are continuing to conduct MS4 Audits and enforce the mandated and implicit requirements of the current MS4 General Permit. Recent MS4 Audits have included electronic records requests, interviews and site inspections. While we cannot predict the severity, degree or scheduling of future enforcement activities, please be aware that the DEC and EPA expect the City to continue implementing its Stormwater Management Program (SWMP) to meet the specific conditions required for compliance with the MS4 General Permit.

## SCOPE OF WORK AND TECHNICAL APPROACH

As in previous years, our proposal focuses first on the required Annual Report and then offers selected services aimed at supporting the City's SWMP in accordance with provisions of the current MS4

Mike Yeosock, P.E., Director  
City of Glen Cove  
March 6, 2023

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General Permit. We offer the following services based on our understanding of the MS4 General Permit, the ongoing Permit renewal process, and recent DEC and EPA MS4 Audits:

**Task 1: Prepare 2023 SWMP Annual Report for Submittal to DEC**

To assist the City in complying with the annual reporting requirements of the MS4 General Permit, D&B will:

- Review new or revised annual reporting requirements based on new policy statements, guidance memoranda, or forms from federal or state agencies;
- Consult with City staff in person, over email and/or via teleconference to conduct a review of current and anticipated MS4 General Permit requirements, and the City's comprehensive SWMP activities since March 2022;
- Evaluate comments, if any, from DEC on last year's (2021 - 2022) SWMP Annual Report as applicable;
- Prepare a Draft SWMP Annual Report on the mandated DEC reporting form for review by the City;
- Assist the City in making the Draft SWMP Annual Report available for public review;
- Prepare a summary of comments provided by the public on the SWMP Plan and the Draft SWMP Annual Report as applicable;
- Incorporate comments provided by the City and/or the public on the Draft SWMP Annual Report as applicable; and
- Prepare the Final SWMP Annual Report for signature and submittal by the City to DEC by June 1, 2023.

**Task 2: Municipal Facility Stormwater Self-Assessment**

To assist the City in complying with Section VII.A.6 of the current MS4 General Permit, D&B will meet with City staff to conduct the stormwater pollution prevention self-assessments at three (3) City facilities to be selected by the City. The self-assessment will begin with a brief introduction covering the requirements of the MS4 General Permit, an overview of the assessment process and the necessary documentation procedures. A tour of the facility will then be conducted where operations are observed, and potential stormwater quality impacts are identified and discussed. General best management practices that can be used to reduce the potential impact of operations on stormwater pollution will also be identified and discussed. D&B will provide documentation summarizing the findings of the stormwater self-assessments and recommend best management practices that could be implemented at the assessed City facilities to minimize stormwater pollution.



Mike Yeosock, P.E., Director  
City of Glen Cove  
March 6, 2023

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### Task 3: Municipal Stormwater Management Program Training

D&B staff will conduct a 2-hour training/meeting at a mutually convenient day and time at a City facility. The training/meeting will be designed for appropriate City personnel involved in implementing and/or monitoring the City SWMP. The training session can be tailored to the audience and include lectures, slide presentations, videos, and, Q&A that focus on the minimum control measures, best management practices, and reporting requirements in the City SWMP Plan and written procedures. The training/meeting will be consistent with the education/training requirements of the MS4 General Permit and can be used to satisfy the reporting requirements for training on the City SWMP Annual Report.

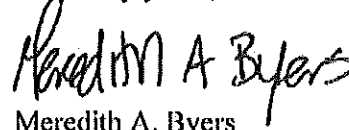
### COST

Our lump sum costs are presented in the table below. Please check the appropriate box(es) for those task(s) you wish D&B to provide and sign below under "Accepted By."

Deliverable	Lump Sum	
	Cost	Accepted
Task 1 2023 SWMP Annual Report	\$3,900	<input type="checkbox"/>
Task 2 Municipal Facility Stormwater Self-Assessment	\$2,900	<input type="checkbox"/>
Task 3 Municipal Stormwater Management Program Training	\$2,300	<input type="checkbox"/>

We have appreciated the opportunity to assist the City with stormwater management in the past and look forward to continuing those efforts. If there are any questions, please do not hesitate to call me at (516) 364-9890.

Very truly yours,



Meredith A. Byers  
Associate

MABt/kb

cc: R. Graziosi (City of Glen Cove)  
♦PX11779\MAB030323MY-Ltr\_GlenCove

ACCEPTED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name



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- NYS Head

6C

February 24, 2023

Mr. Derek Heller  
City Of Glen Cove  
9 Glen Street  
Glen Cove, NY 11542

RE: 2004 International 4300 In-Frame Revised (Front Timing Cover Leak)

+ International DT466E, In-Frame Engine Overhaul, To Include; Supply & Install (6) Cylinder Kits; Consisting Of Cylinder Liners & Seals, Pistons, Piston Pins & Retainers & Piston Ring Sets, Main Bearings, Connecting Rod Bearings, Upper Engine Gasket Set & Oil Pan Gasket, Remanufactured Cylinder Head With All New Injector Tubes, Valve Guides & Valve Stem Seals, Remanufactured Fuel Injectors, New Thermostat, Engine Lube Oil & Filters, Fuel Filter(s), Coolant & All Required Labor To Perform The in-Frame Engine Overhaul ... \$13,985.00

+ Updated Fuel Injector Harness ... \$693.81

+ Updated Fuel Injector Harness Bolts (8) ... \$8.82 each.

**Additional Items Already Supplied:**

- 3/4" Heater Hose ... \$25.00
- (2) 5412 Hose Clamps ... \$2.00 each.
- 3/8" Push On Coolant Hose ... \$15.00
- (4) 6203 Hose Clamps ... \$8.00
- (2) 5440 Hose Clamps ... \$6.00
- (2) 5444 Hose Clamps ... \$6.00



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- Full Service Truck & Equipment Repair
- NYS Heavy Duty / Diesel Inspection Station

**Front Cover Re-Seal:**

- *Front Cover Gasket & Seal Kit ... \$338.33*
- *Front Crankshaft Seal ... \$27.08*
- *Front Gear Cover ... To Be Determined (If Cracked, Cannot Be Determined Until It Is Removed)*
- *(Estimated) Labor To Remove, Re-Seal & Re-Install Front Gear Cover, Includes Removal & Re-Installation Of All Outside Components For Access To Front Cover ... \$6,000.00 - \$7,500.00*

✓ **Industry Core Acceptance Standards Apply; All Major Castings Must Be Crack Free**

✓ **Senders, Sensors, Emissions Related Items, Fuel Related Items Will Be Additional If Required Or Requested**

✓ **Any Additional Parts Required, Other Than Listed Above Will Be Additional If Required Or Requested**

✚ **Limited Warranty To Extend For A Period Of 1 Year, No Limitations On Mileage and/or Hours**

Acknowledged & Accepted By \_\_\_\_\_

Purchase Order # \_\_\_\_\_

Date \_\_\_\_\_

Work will commence upon signed order instructing us to proceed.

All quotations, plus State or Local taxes where applicable

All quotations are valid for thirty days



6D

## **GOLF PRO AGREEMENT**

**AGREEMENT** made this       day of March, 2023, by and between the City of Glen Cove, a municipal corporation with offices at 9 Glen Street, Glen Cove, N.Y., (hereinafter referred to as the "City") and RC Golf Corp., a New York corporation with offices at 1 Beach 105 Street, Rockaway Park, New York 11694, (hereinafter referred to as "RC Golf").

**WHEREAS**, the City wishes to engage the services of RC Golf to operate the golf pro shop (the "pro shop") and the golf driving range (the "driving range" or "range") at the Glen Cove Golf Course located on Lattingtown Road in Glen Cove, N.Y. (the "Course"); and

**WHEREAS**, the City is willing to allow RC Golf to manage golf outings at the Course and to conduct golf lessons and an instructional summer golf camp at the Course; and

**WHEREAS**, RC Golf is experienced in the operation of golf pro shops and driving ranges, teaching golf, and organizing and conducting golf tournaments and outings; and

**WHEREAS**, RC Golf is willing to undertake the responsibilities of operating the pro shop and driving range, provide golf lessons and instructional golf camps, and organize and conduct golf tournaments and outings at the Course under the terms and conditions as hereinafter set forth;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and promises herein set forth, the parties agree as follows:

### **I. Term**

The City hereby engages RC Golf to operate the pro shop and driving range, conduct golf lessons, run instructional camps, and to organize and conduct golf tournaments and outings at the Course commencing the date hereof and ending December 31, 2023.

### **II. Duties of RC Golf**

A. RC Golf, except as may otherwise be set forth herein, shall devote full time to the performance of its duties and responsibilities as operator of the pro shop and driving range, provide golf lessons and instructional golf camps, and organize and conduct golf tournaments and outings at the Course, including competitions involving the men's and ladies' golf clubs utilizing the Course. In performing these duties, RC Golf agrees to utilize its best efforts to advance and promote the Course, understanding that the physical presence of Robert Arrowood, president of RC Golf, at the Course, on a full-time basis, is of utmost importance to the City. RC Golf agrees that Robert Arrowood shall be personally present at the Course, or present through an assistant approved by the City, when it is open and when tournaments or outings are conducted, whether on Mondays or any other day. The City is aware that Robert Arrowood is not certified as a PGA

professional. However, RC Golf may engage such a professional to provide desired services Robert Arrowood is unable to provide due to his lack of certification. An example is providing golfers with handicap credentials generated by the MGA.

B. RC Golf shall work with Elm Consulting, the City's managing agent at the Course (hereinafter "Elm"), to manage and conduct golf tournaments and outings at the Course arranged by the City and/or Elm. During golf tournaments and outings, RC Golf shall provide free golf balls at the driving range for all tournament/outing participants. RC Golf shall also cooperate with the men's and ladies' golf clubs at the Course coordinating club competitions and tournaments.

C. RC Golf shall operate the driving range for the benefit of the public during the hours between sunrise and sunset, seven days per week from the date the Course opens until the date the Course closes. During the term of this Agreement when the Course is closed, RC Golf may operate the range. Golf balls for the range shall be supplied by RC Golf at its own cost and expense. RC Golf shall have sole and exclusive access to and control of the golf ball dispenser machines at the range.

D. RC Golf shall have the exclusive right to operate the pro shop located at the Course. The shop shall be open on days the Course is open, including days tournaments/outings are conducted, opening not later than one-half hour before the Course opens and remaining open until the Course cashier closes. The shop may be open on days the Course is closed. RC Golf shall provide golf clubs, golf equipment repairs, golf apparel, hand carts for rental and all golf accessories normally found in a golf pro shop in sufficient stock to satisfactorily serve the golfers and public. RC Golf warrants and represents that all materials and supplies sold at the pro shop shall be of good, merchantable quality and shall be sold at the current, fair market prices. It is understood and agreed that all proceeds from the sale of shop inventory are the sole and exclusive property of RC Golf.

E. RC Golf shall repair and maintain the equipment and property affixed at the pro shop. Should RC Golf wish to affix additional property at the pro shop, it may do so at its own cost and expense provided it first obtain the City's written approval. Installation of the property shall be subject to inspection and approval by the City, and title to all affixed property shall immediately vest in the City. RC Golf agrees to supply and maintain, at its own cost and expense, all additional unaffixed and expendable property and equipment and such other items necessary for the proper operation of the pro shop. Such property and equipment shall be removed by RC Golf at the termination of this Agreement. Upon RC Golf's failure to remove same, the City may cause it to be removed and harbored at the sole cost and expense of RC Golf, and the City shall have a lien thereon for the cost and expense of such removal and storage until paid.

F. RC Golf shall have the exclusive right to provide golf lessons at the Course and shall have reasonable use of and access to the Course and motorized golf carts at reasonable times and at no charge. RC Golf shall also have the exclusive right to operate instructional golf camps at the Course. However, conducting golf lessons or instructional

camps shall not interfere with providing Course permit holders unfettered access to play the Course. As necessary, RC Golf shall supervise, direct, and train a staff to assist in performing the duties and meeting the responsibilities required hereunder.

G. RC Golf assumes all risk in the operation of the pro shop and driving range, and agrees to comply with all Federal, State and local laws, rules and regulations and all rules, regulations and ordinances of the City, affecting said premises and agrees to indemnify and save harmless the City, its officers and employees, from any and all claims, suits, losses, damages or injury to person or property of whatsoever kind and nature, including reasonable attorney's fees, whether directly or indirectly arising out of the operation of the pro shop, the driving range, the management of tournaments and outings or conducting golf lessons or golf camps. RC Golf shall, at its own cost and expense, procure insurance for the term of this Agreement, from companies licensed to do business in the State of New York, insuring RC Golf for all claims of personal injury or damage to property and naming the City as an additional insured. Said policy shall provide coverage of \$1,000,000 per injured individual, \$1,000,000 per occurrence and \$500,000 for property damage and shall contain an endorsement that such insurance may not be canceled except upon thirty (30) days prior written notice to the City.

H. RC Golf shall be available at reasonable times upon reasonable notice, to attend meetings with the Mayor and/or City Council, to discuss matters involving RC Golf's duties and responsibilities and the operation of the Course in general.

### **III. Duties of the City**

The City agrees:

A. To maintain the structural components of the pro shop, including the exterior walls and roof; to provide all utility services to the shop; and to maintain all heating, cooling and plumbing systems.

B. To maintain the driving range structure, including the poles and netting; to maintain the driving range lawn; to provide a ball picker to recover struck golf balls at the range; and to provide a ball washer. The City shall not provide night lighting at the range. The shed adjacent to the range shall be shared by the City and RC Golf.

C. To indemnify, defend and hold harmless RC Golf from any and all claims, suits, liabilities and damages, including reasonable attorney's fees and costs, resulting from the City's operation of the Course except for loss, damages or injuries due to the acts or negligence of RC Golf or any of its agents, servants or employees.

D. To use reasonable efforts to include in its golf course email notifications, a section or column dedicated to the promotion of the pro shop and driving range, the language of such section or column to be submitted by RC Golf and approved by the City.



E. To encourage all tournaments, outings, and golf club competitions to purchase event prizes from RC Golf.

#### **IV. Compensation**

A. RC Golf shall pay the City for the use of the driving range and the pro shop, 20% of the gross revenue generated at the golf range from the purchase of golf balls to be hit at the range. RC Golf shall keep the remaining 80% of the revenue. Each Tuesday during the term of this Agreement, RC Golf shall provide an audit of all revenue generated at the range for the preceding week and shall pay to the City, on the first and fifteenth day of each month, 20% of the gross revenue generated to that date. RC Golf need not charge for golf balls hit at the range by tournament/outing guests, the Glen Cove High School golf teams, or when giving golf lessons.

B. For every golf tournament and outing managed by RC Golf, it shall receive a fee of \$500 (the "Outing Fee") which sum shall be included in the fee charged to the organization utilizing the Course in accordance with Section II, paragraph B of this Agreement.

C. RC Golf shall be entitled to all revenues generated from conducting golf lessons and from operating instructional golf camps.

#### **V. Independent Contractor Status**

A. It is the understanding of the parties that this Agreement does not constitute an employer-employee relationship. RC Golf is an independent contractor. RC Golf will neither hold itself out as, or claim to be, an employee of the City by reason hereof, and shall not make any claim, demand, or application for any right of privilege applicable to an employee of the City, including, but not limited to, health insurance, worker's compensation coverage, unemployment benefits, social security coverage, retirement, or pension.

B. RC Golf shall be accountable to the Mayor and City Council for the performance of its duties. RC Golf shall regularly report and consult with the Mayor, or a designee, regarding the services rendered pursuant to this Agreement and shall execute and carry out any directives given by the Mayor in connection with the duties it is responsible to perform.

#### **VI. Termination**

This Agreement will terminate upon the happening of any of the following events:

- A. Upon the termination date provided for herein unless otherwise renewed.
- B. Upon the death of Robert Arrowood.
- C. Upon the physical disability of Robert Arrowood. Said disability shall be such as incapacitates Robert Arrowood from performing RC Golf's

responsibilities under this Agreement for an aggregate of six (6) weeks during the term of this Agreement. After such period the City can elect to terminate this Agreement upon thirty (30) days' notice to RC Golf.

- D. Upon written notice of termination by the City to RC Golf for good and sufficient cause. Such good and sufficient cause shall include, but not be limited to, the following:
1. Dishonesty by RC Golf in the conduct of its business with the City or the public.
  2. Continuing inattention or neglect by RC Golf of its duties or responsibilities as provided for herein, after reasonable notice from the City to cease and desist.
  3. Serious illegal or immoral conduct.
  4. The City no longer operates the Course.

## **VII. End of Term**

At the expiration or sooner termination of this Agreement, RC Golf shall quit and surrender the pro shop premises and range and all property belonging to the City in the same condition as when provided, reasonable wear and tear excepted.

## **VIII. Notice**

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and, in the case of RC Golf, personally delivered to Robert Arrowood or sent by registered or certified mail, to RC Golf Corp., 1 Beach 105 Street, Rockaway Park, New York 11694, and in the case of the City, delivered in person or sent by registered or certified mail, to the Office of the Mayor at the City's principal office located at 9 Glen Street, Glen Cove, New York 11542.

## **IX. Construction**

This Agreement shall be governed by the laws of the State of New York and no defense given or allowed by the laws of any other state or country shall be interposed in any action herein unless such defense is also given or allowed by the laws of the State of New York.

## **X. Severability**

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

## **XI. Waiver**

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or

relinquishment of such right or power at any time be taken to be a waiver of any other breach.

## **XII. Waiver or modification**

Any waiver, alteration, or modification of any of the provisions of this Agreement, or cancellation or replacement of this Agreement, shall not be valid unless in writing and signed by the parties.

## **XIII. Entire Agreement**

This contract contains the entire agreement between the parties and may not be amended or modified except by a subsequent agreement in writing. It supersedes any prior written agreement by the parties. No oral communications between the parties shall have any legal or binding effect unless same are expressly set forth in this written Agreement.

## **XIV. No Assignment, Subcontract or Sublet**

RC Golf shall not assign this Agreement, or any interest therein, or consent, allow or permit any other person or party to use the premises, buildings, or spaces, or perform any services covered by this Agreement unless permitted, in writing, by the City.

## **XV. Counterparts**

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

## **XVI. Waiver of Jury Trial**

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

## **XVII. Venue**

In the event of any dispute hereunder, any action or proceeding which any party shall commence shall be brought in the Supreme Court of the State of New York, County of Nassau.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

CITY OF GLEN COVE

by \_\_\_\_\_  
Pamela Panzenbeck, Mayor

RC GOLF CORP.

by  \_\_\_\_\_  
Robert Arrowood, President

6E

## FACILITIES USE AGREEMENT

RE: The Roman Catholic Church of St Patrick at Glen Cove

This Facilities Use Agreement is entered into as of \_\_\_\_\_, 2023 (the "Effective Date"), between The Roman Catholic Church of St. Patrick at Glen Cove (the "Licensor") and Glen Cove Youth Bureau and Recreation Department, 9 Glen St., 128b Glen Street, Glen Cove NY 11542 ("Licensee") for the use by Licensee of certain space and facilities owned by the Licensor.

1. **Space.** Subject to the terms of this Agreement, the Licensor agrees that Licensee may use the following space at the Licensor's premises: Cafeteria and adjacent bathrooms (to be used as entrance) (collectively, the "Space").
2. **Use.** Licensee may use the Space for, and in connection with, the following, and for no other purpose: summer camp for no more than 300 children from Kindergarten to 8<sup>th</sup> grade (ages 5-14).
3. **Time(s) of Use.** Licensee may use the Space on the following date(s) and during the following hours: July 3, 2023 to August 11, 2023, Mondays – Fridays from 8:00 a.m. to 6:00 p.m.
4. **Conditions of Use.** When using the Space, and in connection with the use of the Space, Licensee agrees
  - a. to comply with all applicable state, federal and local laws and regulations pertaining to the use and occupancy of the Space including but not limited to all permits and licenses necessary to operate a day camp on the premises. Licensee agrees to adhere to all CDC and New York State guidelines including those applicable to infectious diseases such as COVID-19.

Under no circumstances shall Licensor be required to take any steps necessary to conform the premises to any governmental rules and regulations respecting the operation by Licensee of a day camp on the premises.

- b. to take good care of the Space and the building where the Space is located and, after each use, to return them to the condition they were in prior to each use by the Licensee. Licensee agrees to:
    - i. keep the Premises in good repair at its own cost and expense including but no limited to seeping, vacuuming and washing floors, cleaning and sanitizing classrooms, cafeteria, gymnasium and restroom facilities, cleaning outside play areas, keeping all garbage and refuse in the kind of container specified by Licensor and placed where indicated by Licensor for collection in the manner and at the time and places specified by Licensor. Licensee further agrees to provide any and all cleaning supplies and disposables including toilet tissue and paper towels in the restrooms as well as plastic liners for all garbage cans.

Approved as to legal form:



Date: 3/10/22

- ii. make all repairs necessary to any part of the Premises or to any fixture, equipment or appurtenances therein or thereto, which incurs damage or injury resulting in any way from the use by Licensee or its personnel, agents, servants, visitors or employees, or from the carelessness, negligence or improper conduct of licensee or its personnel, agents, servants, visitors or employees. In the event of any such damage or injury for which Licensee is responsible under this Agreement, then Licensee shall cause such damage or injury to be repaired as speedily as possible, at its own cost and expense, and to the satisfaction of Licensor. Notwithstanding anything to the contrary contained in the foregoing, Licensee shall not be required to make any structural, roof or water, sewer or heating equipment repairs, or repairs to any major mechanical system unless necessitated by the negligence of Licensee or its personnel, agents, servants, visitors or employees. If licensee fails to make any repairs for which Licensee is responsible under this Agreement, then Licensor may do so, without obligation, and the cost thereof shall be paid by Licensee to Licensor within thirty (30) days after the rendition to the Licensee of an invoice for the cost of the repairs. Licensor shall provide Licensee with written notice to repair after which Licensee shall have five days to cure.
- c. to be responsible for all participants in, and attendees of Licensee's event, and for the overall security of the Licensor's property in connection with Licensee's use, including but not limited to the verification of the identity of all visitors;
- d. to provide automated external defibrillators ("AED's") during the use period as well as trained staff in accordance with the laws and regulations of the State of New York and the New York State Department of Health Bureau of Emergency Services including but not limited to Chapter 552 of the Laws of 1998 and NYS Public Health Law Article 30 §300b and appropriate staff trained in the use thereof.
- e. Licensee will provide all items it needs to operate, including but not limited to personnel, materials, equipment including but not limited to safety and medical equipment and whatever other materials it deems necessary ("Camp Equipment") and shall not rely on Licensor for any such Camp Equipment.
- f. not to use or allow the Space to be used for any unlawful purpose or for any purpose not stated in this Agreement, not to commit or allow to be committed any waste or nuisance in or about the Space, and not to subject the Space to any use that would damage the Space or cause an increase in the rates of any insurance coverage maintained by the Licensor;
- g. that all employees and volunteers of Licensee over the age of 18 shall undergo background screening checks acceptable to the Licensor. Licensee may not permit on the Premises any individual who fails to pass a background screen. Licensee will provide written representations and warranties to Licensor that all employees and volunteers who will be on the Premises have had their



backgrounds screened prior to the commencement of this Agreement and within 10 days of the beginning of any renewal term. All employees and volunteers hired subsequent thereto shall be screened and written representations and warranties provided to the Licensor prior to the date the employee or volunteer begins work on the Premises;

- h. to make appropriate arrangements to provide for security and safety of the facility and all persons using the facility, unless otherwise indicated by the Licensor. Licensee shall advise Licensor of the arrangements made at least one week prior to the scheduled use;
  - i. Faculty and Students should access only the rooms assigned. No student may enter the parish office area (i.e.; go up the stairs near the gym that lead up to the main floor/level). Youth Bureau staff is responsible for cleaning the areas during this time, including the bathrooms, and taking out the garbage.
  - j. Licensee acknowledges that smoking is prohibited at all times on Licensor property.
5. **Term of Agreement.** This Agreement will begin on July 3, 2023 and end on August 11, 2023 at 6:00 p.m. at which time Licensee's right to use the Space under this Agreement will automatically expire.
6. **Fees and Taxes.** Licensee agrees to pay the Licensor a use fee of **THREE THOUSAND (\$3,000.00) DOLLARS** for the use of the Space. Licensee agrees to pay the total amount in full on or before July 3, 2023. Licensee also shall pay when due all taxes (including, without limitation, real estate taxes) if any, paid by the Licensor by reason of this Agreement or Licensee's use of the Space.
7. **Insurance.** Licensee agrees to comply with the terms of the insurance and indemnification rider that is attached to this Agreement.
8. **Assignment and Subletting.** Licensee does not have the right to assign this Agreement or allow any other person or entity not contemplated by this Agreement to use or occupy any of the Space without the prior written consent of the Licensor, which consent may be granted or withheld in the Licensor's sole discretion.
9. **Default.** If Licensee fails to pay any fee or other sum required to be paid by Licensee when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to Licensor, whether at law or in equity, the Licensor may immediately terminate this Agreement and all rights of Licensee.
10. **Interpretation.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement may not be modified or amended except by written instrument signed by both parties.
11. **Relationship.** Neither Licensee nor any personnel of Licensee will for any purpose be considered employees or agents of the Licensor. Licensee assumes full responsibility for the actions of Licensee's personnel, and is solely responsible for their supervision, direction and control, and, if applicable, payment of salary

(including withholding income taxes and social security), worker's compensation and disability benefits.

12. **Authority.** The individual signing below on behalf of Licensee hereby represents and warrants that he or she is duly authorized to execute this Agreement on behalf of Licensee and that this Agreement is binding upon Licensee in accordance with its terms.
13. **Acknowledgment of Licensors Status as a Roman Catholic Entity;** Duties of Licensee. Licensee hereby acknowledges that Licensors is a Roman Catholic Church subject to religious, moral and ethical principles of the Diocese of Rockville Centre and that certain activities, if conducted on the Premises, might be offensive to those principles. Licensee agrees that its employees, agents, volunteers and/or representatives will refrain from engaging in or conducting activities on or at the Premises that, in the reasonable judgment of Licensors, offend Catholic teaching or cause scandal. Licensee recognizes that the reputation of Licensors will be seriously injured if the Premises are used for any activities that offend or ridicule the teachings of the Catholic Church. Licensee represents that there shall be no filming on premises. Licensee agrees that it will not permit its employees, agents, volunteers and/or representatives to conduct any such use on the Premises. Licensee further agrees that if at any time it violates any of the provisions of this Paragraph, such violations shall be deemed a breach of a substantial obligation of the terms of this Agreement as to which Licensors shall be entitled to exercise any and all rights under the law subject to notice and reasonable opportunity for Licensee to cure.
14. **Applicable Law.** All disputes arising out of this Agreement will be governed by New York substantive law. Any legal proceeding arising out of this Agreement will have venue set in Nassau County.
15. **COVID-19.** Licensee will keep the spaces it occupies disinfected and in the same or better condition than it was found at the beginning of this agreement. Licensee will be responsible for all cleaning which will be performed in satisfaction of all CDC, state and local guidelines.
16. **Force Majeure.** Neither Licensee nor Licensors shall be held liable or responsible to the other nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to acts of any civil or regulatory authority, change in law or regulation, fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

**The Roman Catholic Church of  
St. Patrick at Glen Cove**

By:

*Dom Gabriel Rach*

Name: *Dom Gabriel Rach*

Title: *pastor*

Date: *3/23/23*

**Glen Cove Youth Bureau and  
Recreation Department**

By:

\_\_\_\_\_  
Name:

Title:

Date:

**Insurance and Indemnification Rider to Facilities Use Agreement between  
The Roman Catholic Church of St. Patrick at Glen Cove ("Licensor") and Glen  
Cove Youth Bureau and Recreation Department ("Licensee")**

**Insurance**

1. During the term of this Agreement, Licensee, at its own cost and expense, will provide and keep in force with companies of good standing satisfactory to Licensor, comprehensive general liability insurance insuring Licensee against any and all sums which Licensee shall be legally obligated to pay arising from Licensee's use or operation of the Premises in the amount of not less than THREE MILLION (\$3,000,000.00) DOLLARS each occurrence and aggregate, including Personal Injury, Contractual Liability, Completed Operations, Counselors Professional E&O Insurance, Sexual Abuse and Sexual Molestation Insurance and Broad Form Property. Licensee shall maintain Automobile Liability Insurance covering all of its owned/non-owned/hired in the amount of not less than THREE MILLION (\$3,000,000.00) DOLLARS combined single limit to include bodily injury and property damage. With the exception of Worker's Compensation and Employer's Liability coverages, all required insurance policies shall include endorsements naming Licensor, the Diocese of Rockville Centre and the Bishop thereof as Additional Insureds and further all policies will be primary and non-contributory to any other coverage available to Licensor, the Diocese of Rockville Centre and the Bishop thereof. A certificate of insurance evidencing all insurance coverages required by this Agreement shall be delivered to Licensor before Licensee enters upon the Premises.
2. Licensee will carry workers' compensation insurance to cover its volunteers in accordance with statutory requirements and employers' liability insurance with a minimum limit of \$1,000,000 each occurrence, naming the Licensor as a "Certificate Holder."
3. Licensee will carry property insurance for all owned, borrowed or leased equipment while on or stored on our premises for full replacement value during the full term of this Agreement. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy.
4. Licensee will provide Licensor with evidence of all insurance coverage required by this Agreement, including evidence of coverage for any of Licensee's volunteers.

**Liability and Indemnification**

To the fullest extent permitted by law the Licensee agrees to indemnify and save the Licensor, the Diocese of Rockville Centre and the Bishop thereof, harmless against and from any and all claims, debts, demands, suits, obligations, expenses and costs of every kind, character and description which may be asserted, claimed, filed or brought against or paid by the Licensor arising out of the use of the Space by the Licensee or by any of its employees, agents, volunteers, guests, invitees or participants in any of Licensee's activities at the Space with the sole exception of the gross negligence of the Licensor or any person for whom the Licensor is legally responsible. If the Licensee does not defend any action, and it becomes necessary for the Licensor to defend any action or proceeding seeking to impose any liability, the Licensee shall pay all court costs and the reasonable attorneys' fees and any other sums which the Licensor may be called upon to pay by reason of the entry of a judgment in such action or proceeding and further the Licensee shall be responsible for all costs and attorneys' fees for any action by the Licensor to enforce this indemnity provision or to enforce any action by the Licensor against any insurer of the Licensee for insurance coverage.





Prepared By: Todd Blomfelt

6G

**Renewal Schedule A**

AS, Remainder of 2023

Effective Date: 03/10/23

Term: 4/1/23-12/31/23

Annual Incidents: 2,900

**HealthEMS Subscription Fees - ePCR ONLY**

HealthEMS Components	Total
ePCR	\$ 532
Fire	\$ -
RevNet	\$ -
<b>Total Subscribed Monthly Fees</b>	<b>\$ 532</b>
<b>Year 1 Net Monthly Subscription</b>	<b>\$ 532</b>

Period	Monthly	Annual
Year 1	\$ 532	\$ 6,384
<b>Total Subscription Fees</b>		<b>\$ 6,384</b>

**Optional Extension Transaction Fees**

Description	UM	Price
HealthEMS SanFax Transaction Fees	Page	\$0.10

*Minimum fee if using fax is \$60/ month***One-Time Activation Fee - ePCR ONLY**

Includes System setup and configuration	\$ -
	<b>Fees Waived</b>

The undersigned agrees to pricing terms identified above. This Schedule A forms part of the Subscription Agreement and pricing is based on acceptance of the standard Subscription Agreement (<https://sansio.com/terms>). The terms and conditions of the Subscription Agreement in effect are incorporated into this Order Form, the parties agree to be bound by those terms and conditions. Professional Services for Training & Implementation will be provided under separate proposal.

Please provide a company issued Purchase Order that includes the Billing and Shipping Address.  
PO must reference payment terms of Net 30 days.

- OR -

**Required information if no Purchase Order is provided****Billing address:**

Account name

Address

City

State

Zip code

**Accounts payable contact information**

Name

Email

Authorized customer signature

Name

Title

Sansio Authorized Signature  
Stephanie Patterson

Name

General Manager

Title

**Shipping address:**☐ Same as billing

Account name

Address

City

State

Zip code

Contact phone number

Customer is tax exempt:

☐ Yes☐ No

Signature

Date

DocuSigned by:

Stephanie Patterson

5123304289DE9FD4B4

04/01/2023-12/31/2023

Start Date of Plan



Prepared By: Todd Blomfelt

**Renewal Schedule A**

Prepared For: City of Glen Cove

Pricing Valid Through: 03/10/23

Term: 60 Months

Annual Incidents: 3,100

**HealthEMS Subscription Fees - ePCR ONLY**

HealthEMS Components	Total
ePCR	\$ 595
Fire	\$ -
RevNet	\$ -
<b>Total Subscribed Monthly Fees</b>	<b>\$ 595</b>
<b>Year 1 Net Monthly Subscription</b>	<b>\$ 595</b>

Period	Monthly	Annual
Year 1	\$ 595	\$ 7,140
Year 2	\$ 625	\$ 7,500
Year 3	\$ 657	\$ 7,884
Year 4	\$ 690	\$ 8,280
Year 5	\$ 725	\$ 8,700
<b>Total Subscription Fees</b>		<b>\$ 39,504</b>

**Optional Extension Transaction Fees**

Description	UM	Price
HealthEMS SanFax Transaction Fees	Page	\$0.10

*Minimum fee if using fax is \$60/ month***One-Time Activation Fee - ePCR ONLY**

Includes System setup and configuration	\$ -
	<b>Fees Waived</b>

The undersigned agrees to pricing terms identified above. This Schedule A forms part of the Subscription Agreement and pricing is based on acceptance of the standard Subscription Agreement (<https://sansio.com/terms>). The terms and conditions of the Subscription Agreement in effect are incorporated into this Order Form, the parties agree to be bound by those terms and conditions. Professional Services for Training & Implementation will be provided under separate proposal.

Please provide a company issued Purchase Order that includes the Billing and Shipping Address.

PO must reference payment terms of Net 30 days.

- OR -

**Required information if no Purchase Order is provided**

**Billing address:**

Account name

Address

City

State

Zip code

**Accounts payable contact information**

Name

Email

Authorized customer signature

Name

Title

Sansio Authorized Signature  
Stephanie Patterson

Name

General Manager

Title

**Shipping address:**
☐ Same as billing

Account name

Address

City

State

Zip code

Contact phone number

Customer is tax exempt:

☐ Yes

☐ No

Signature

Date/DocuSigned by:

Stephanie Patterson

230A289DE9FD4B4...

01/01/2024

Start Date of Plan



6H

**MEDICAL DIRECTOR AGREEMENT**

**THIS AGREEMENT** made by and between the City of Glen Cove, a municipal corporation with offices at 9 Glen Street, Glen Cove, N.Y. (the "City") and David Silver, M.D. residing at \_\_\_\_\_ ("Dr. Silver")

**W I T N E S S E T H:**

**WHEREAS**, Dr. Silver is a licensed medical doctor in the State of New York with a Drug Enforcement Agency license, an Advanced Cardiac Life Support license with certifications from the American Osteopathic Board of Emergency Medicine and the American Board of Emergency Medicine; and

**WHEREAS**, the City desires to engage Dr. Silver as an independent contractor to act as Medical Director for the City of Glen Cove Volunteer EMS Corps; and

**WHEREAS**, the Glen Cove City Council has resolved that Mayor Pamela Panzenbeck is authorized to engage Dr. Silver as an independent contractor to be Medical Director for the City of Glen Cove Volunteer EMS Corps; and

**WHEREAS**, Dr. Silver desires to be named Medical Director for the City of Glen Cove Volunteer EMS Corps on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. The City of Glen Cove hereby engages Dr. Silver, as an independent contractor, to be the Medical Director of the City of Glen Cove Volunteer EMS Corps, in compliance with the State of New York requirements, for a period of nine (9) months commencing April 1, 2023 and ending December 31, 2023.

2. As the Medical Director for the City of Glen Cove Volunteer EMS Corps, agency number 2957, Dr. Silver shall provide medical supervision for the development of protocols and standing orders for the EMS personnel and units; approve EMS medical equipment; approve personnel to function within the City of Glen Cove Volunteer EMS Corps within their level of certification by the Regional Emergency Medical Advisor Council; give medical guidance to EMS chiefs, directors and officers; review and investigate medical

complaints; participate in ongoing quality assurance and quality improvements; and develop and implement medical training for new medical equipment and medical technology.

Additional responsibilities include:

- a. Verifying the Continuing Medical Education Recertification (CME) for each member of the EMS at all levels of care.
  - i. 100% Online CME Recertification
  - ii. Core & Noncore Recertification.
- b. Approving EMT-CC's technicians for the Paramedic Bridge Program to achieve Paramedic status.
- c. Oversee and review policies for the administration of Approval of all EMT-CC's and Paramedics under a Controlled Substance Program providing for review of current policies and quality assurance on all administrations.
- d. Train Paramedics in Rapid Sequence Intubation for approval by the Nassau County Regional Emergency Medical Advisory Council.
- e. Advance Life Support Provider Credentialing Letters of Support
  - i. Advanced Emergency Medical Technician (AEMT)
  - ii. Emergency Medical Technician – Critical Care (EMT-CC)
  - iii. Paramedic
- f. Field Physician (if applicable), allowing for physician response and treatment to critical patients.
- g. Monitor Public Access Defibrillation Program
- h. Oversee Basic Life Support (BLS) Enhanced Scope of Practice Modules including:
  - i. BLS CPAP
  - ii. BLS Nasal Narcan
  - iii. BLS Check n Inject (syringe epinephrine program)
  - iv. BLS 12 Lead
  - v. BLS iGel (in development)
  - vi. Any future modules approved by New York State Department of Health Bureau of EMS and Trauma Modules
- i. Monitor future Advanced Life Support Enhanced Scope of Practice Modules approved by the New York State Dept of Health, Bureau of EMS and Trauma Systems, for introduction to the Volunteer EMS Corps.

3. Dr. Silver shall perform the services of Medical Director as an independent contractor for which he will receive compensation in the amount of \$12,750, payable in quarterly installments of \$4,250.00. The City of Glen Cove will also contribute \$3,150,00 toward the nine (9) month cost of Dr. Silver's 2023 limited liability and professional insurance. If Dr. Silver accepts other EMS/Fire Department medical director engagements during the term of this Agreement, the limited liability and professional insurance will be shared equally



among the City and the other agencies engaging Dr. Silver, not to exceed ten (10) such EMS/Fire Department agencies. The City will not make payment for the insurance until the term of this Agreement expires or is earlier terminated.

4. Either party shall have the right to cancel this Agreement upon sixty (60) days written notice.

5. Dr. Silver shall not assign this Agreement to any person or entity without the express written consent of the City, nor shall any other person or party perform any services covered by this Agreement without the express written consent of the City.

6. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and, in the case of Dr. Silver, personally delivered to him or sent by registered or certified mail, to his address at \_\_\_\_\_ and in the case of the City, delivered in person or sent by registered or certified mail, to the Office of the Mayor at the City's principal office located at 9 Glen Street, Glen Cove, New York 11542.

7. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

8. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

9. In performing the services provided by this Agreement, Dr. Silver is acting as an independent contractor and is not eligible for and shall not participate in any employer pension, health, or another fringe benefit plan of the City's. Likewise, no worker's compensation insurance shall be supplied by the City for the benefit of Dr. Silver or any persons he may choose to employ. Dr. Silver shall comply with the Worker's Compensation Law as the same may apply to him and/or his employees.

10. Federal, State, and local income taxes, and payroll taxes of any kind shall not be withheld or paid by the City on behalf of Dr. Silver. He shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

11. Dr. Silver shall have no authority to enter into contracts or agreements on behalf of the City as the result of this Agreement.

12. Dr. Silver shall immediately defend and indemnify the City of Glen Cove and all employees, elected officials, departments, boards, commissions, and agencies of the City, their

agents and servants, (collectively the "Indemnitees") from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to this Agreement or any Amendments thereto, unless arising out of the Indemnitees' gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

13. Additionally, Dr. Silver shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnitees immediately upon tender to Dr. Silver of the claim, in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Dr. Silver are responsible for the claim does not relieve him from his separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Dr. Silver asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees.

14. Before performing any services under this Agreement, Dr. Silver shall procure liability insurance in an amount of not less than \$1,000,000 maintained during his performance of this Agreement and for a period of three (3) years after completion of the subject project. The City of Glen Cove shall be listed as certificate holder and additional insured on the policy.

15. This Agreement represents the full and entire understanding and agreement between the parties and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter herein. Any waiver, alteration, or modification of the provisions of this Agreement shall not be valid unless in writing and signed by the parties.

16. This Agreement shall become effective when executed by both parties and a copy delivered to each party. It may be executed in counterparts, any one of which shall be deemed to be an original instrument, and a copy of a signature on an electronic or facsimile transmission of this Agreement shall have the same force and effect as if it were an original signature.

BY: \_\_\_\_\_  
Pamela Panzenbeck, Mayor

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Dr. David Silver

\_\_\_\_\_  
Date

## FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: NY - Glen Cove City PD	Contact Name: William Whitton
Address: 1 Bridge St Glen Cove, New York 11542	Phone: (516) 676-1000  E-Mail: wwhitton@glencovepd.org
Expected Payment Method:	Billing Contact:  (if different than above)

Initial Term: 24 Renewal Term: 24 Months	Pilot period: First 60 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period. <b>Billing Term:</b> Annual payment due Net 30 per terms and conditions  <b>Billing Frequency:</b> Annual Plan - Invoiced at Last Camera Validation.
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# flock safety

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## Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	10.00	\$3,500.00

## Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	10.00	\$25,000.00

**Subtotal Year 1:** \$28,500.00

**Subscription Term:** 24 Months

**Annual Recurring Total:** \$25,000.00

**Estimated Sales Tax:** \$0.00

**Total Contract Amount:** \$53,500.00

# flock safety

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Special terms:

- 60 Day Out Clause/Bill once the Pilot ends if the agency decides to purchase

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By:  AC5C931454C24F3...	By:
Name: Mark Smith	Name:
Title: General Counsel	Title:
Date: 3/21/2023	Date:

# flock safety

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## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.2 “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.3 “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.4 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.5 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.6 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

# flock safety

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- 1.7 “*Embedded Software*” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.
- 1.8 “*Falcon Flex*” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.
- 1.9 “*Flock Hardware*” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.
- 1.10 “*Flock IP*” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
- 1.11 “*Flock Safety Falcon™*” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.12 “*Flock Safety Raven™*” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.
- 1.13 “*Flock Safety Sparrow™*” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.14 “*Footage*” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.
- 1.15 “*Hotlist(s)*” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.16 “*Implementation Fee(s)*” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.
- 1.17 “*Installation Services*” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.
- 1.18 “*Non-Agency End User(s)*” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
- 1.19 “*Services*” or “*Flock Services*” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.20 “*Support Services*” means Monitoring Services, as defined in Section 2.10 below.
- 1.21 “*Usage Fee*” means the subscription fees to be paid by the Agency for ongoing access to Services.
- 1.22 “*Web Interface*” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.
- 1.23 “*Wing Suite*” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.
- 1.24 “*Wing Livestream*” means real-time video integration with third-party cameras via the Flock interface.
- 1.25 “*Wing LPR*” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.
- 1.26 “*Wing Replay*” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.
- 1.27 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”).



Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

**2.4 Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

#### **2.4 Usage Restrictions.**

**2.4.1 Flock IP.** The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

**2.5.2. Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

#### **2.6 Suspension.**

**2.6.1 Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the



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Services for anything other than the Permitted Purpose (“*Service Suspension*”). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

**2.6.2 Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

## **2.7 Installation Services.**

**2.7.1 Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“*Designated Location*”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“*Reinstalls*”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

**2.7.2 Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“*Agency Installation Obligations*”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully



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obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.7.3 Flock's Obligations.** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

**2.7.4 Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

**2.9 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com), at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

**2.10 Special Terms.** From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.11 Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

## 3. RESTRICTIONS AND RESPONSIBILITIES

**3.1 Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect



to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

## 4. CONFIDENTIALITY; AGENCY DATA

**4.1 Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7)



days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

**4.3 Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

**4.4 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.5 Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

## 5. PAYMENT OF FEES

**5.1. Fees.** Agency shall pay the fees as set forth in the Order Form.

**5.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**5.3 Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

## 6. TERM AND TERMINATION

**6.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Term"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.



- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

**6.2 Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

**6.3 Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**6.4 No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("*No-Fee Term*"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

**6.5 Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 10.1 and 10.6.

## 7. REMEDY; WARRANTY AND DISCLAIMER

**7.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.



**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

**7.5 Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

**7.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

## 8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.



## 9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

## 10. MISCELLANEOUS

**10.1 Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

**10.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**10.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**10.4 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

**10.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

**10.6 Governing Law: Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.7 Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**10.9 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

**10.10 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

**10.11 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: [legal@flocksafety.com](mailto:legal@flocksafety.com)

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

New York Hall of Science  
47-01 111th Street  
Corona, NY 11368  
info@nysci.org  
(718) 699-0005

ny

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**Customer Information:**  
Glen Cove Youth Bureau  
Sandra Potter  
128B Glen Street  
Glen Cove, NY 11542  
spotter@glencoveny.org  
Primary Phone: 516.671.4600

**Order Number: 166823-955976**

Print Date: 03/11/2023

Dear Sandra Potter,

Thank you for your reservation with New York Hall of Science. This letter is to confirm your reservation on 07/14/2023.

Date	Time	Ticket	Activity	Qty	Price	Fee
07/14/2023	11:00 AM	Group Adult	Group Movie 1	20	\$4.00	\$80.00
07/14/2023	11:00 AM	Camp Child	Group Movie 1	200	\$4.00	\$800.00
07/14/2023	10:00 AM	Group Chaperone	Camp Group Admission	20	\$0.00	\$0.00
07/14/2023	10:00 AM	Camp Child	Camp Group Admission	200	\$10.00	\$2,000.00

Subtotal: \$2,880.00

Tax: \$0.00

Total: \$2,880.00

Payment: \$0.00

Balance: \$2,880.00

Full payment is due by June 30, 2023

## Payment History

<u>Date</u>	<u>Amount</u>	<u>Type</u>	<u>Last Four</u>	<u>Processed</u>	<u>Reservation ID</u>
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Order Number: 166823-955976



Customer Number: 166823







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## Adventureland Group Trip

Glen Cove Youth Bureau

Sandra Potter

[spotter@glencoveny.org](mailto:spotter@glencoveny.org)

Invoice #: 221

3/7/2023

Date of Trip: 7/21/2023

Approx Arrival Time: 11am

Approx No. in Group: 200

Approx No. Food Package: 0

Rate/Rides (pp): \$ 27.50

Food (pp): \$ 13.00

TOTAL DUE	
CASH OR BANK CHECK TOTAL	
Admission (Guests x Rate)	\$ 5,500.00
Amusement Park Tax* (2.156%)	exempt (need form)
Food Packages (x \$13)	\$ -
NYS Sales Tax (8.625%)	exempt (need form)
<b>Total Due (Cash or Check)</b>	<b>\$ 5,500.00</b>

\*Admission Park Tax only applied to admission

PLEASE NOTE: Adventureland is an admission park—all guests entering must purchase a ticket.

Guests 1 years old and under can enjoy free admission.

Payment: \*Credit Card payments will incur a fee of 2.95% \*\*

Adventureland does not accept school/company checks upon your arrival. Payments made that day must be in cash, bank check, money order or credit card (American Express, Master Card, Visa, or Discover). If paying by school or company check, we must receive your check one week prior to the date of your trip, made payable to Adventureland, along with a copy of this confirmation.

### Remember:

Please always remember to provide adequate supervision for your group. Please instruct counselors and staff members to know where their group members are at all times. Instruct children never to leave the park without a supervisor. Only you, as the responsible Group Leader, know the capabilities or tolerances of your individual group members. Please familiarize yourself with our attractions for your group members. When in doubt, DO NOT let them use attractions that are not appropriate for them.

Parking will be provided for buses free of charge.

\*\*\*PLEASE NOTE: LINE CUTTING AND LINE SAVING ARE NOT PERMITTED!!\*\*\*

Very Truly Yours,

GROUP SALES

[GuestRelations@Adventureland.us](mailto:GuestRelations@Adventureland.us)

631-694-6868

**Sandra Potter**

**From:** Active Kidz <book@partywinks.com>  
**Sent:** Friday, February 17, 2023 11:44 AM  
**To:** Sandra Potter  
**Subject:** Reservation 23022900298233 Booked!

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Sandra , thanks for Reserving your party at Active Kidz!

**CUSTOMER:**

**Name:** Sandra Potter  
**Address:** 128 Glen Street Glen Cove NY 11542  
**Phone:** (516) 671-4600  
**Email:** spotter@glencoveny.gov

**SUMMARY:**

**Order #:** 23022900298233  
**Ref:** #23-1003  
**Order Date:** Fri, February 17 2023 - 11:42 AM  
**Event Details:** Wed, July 26, 2023 - 12:30 pm to 2:30 pm  
**Activity:** Camp/School/Group Trip 100+

Camp visit to Active Kidz.

ORDER ITEMS	NAME	TYPE	PRICE
	Camp/School/Group Trip 100+		
1	Camp Visit	Reservation	200.00
1	Janitorial Fee (100-200 Kids)	Add Ons	100.00
100	\$22 Per Child	Add Ons	2,200.00
		SubTotal:	2,500.00
		Total:	\$2,500.00
		Balance Due:	\$2,500.00


**PAYMENT HISTORY**

DATE MEMO AMOUNT

**QUESTIONS AND RESPONSES:**



## Sandra Potter

**From:** Active Kidz <book@partywinks.com>  
**Sent:** Friday, February 17, 2023 11:45 AM  
**To:** Sandra Potter  
**Subject:**  Reservation 23022352783407 Booked!

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.



**Sandra , thanks for Reserving your party at Active Kidz!**



### CUSTOMER:

**Name:** Sandra Potter  
**Address:** 128 Glen Street Glen Cove NY 11542  
**Phone:** (516) 671-4600  
**Email:** spotter@glencoveny.gov

### SUMMARY:

**Order #:** 23022352783407  
**Ref:** #23-1005  
**Order Date:** Fri, February 17 2023 - 11:44 AM  
**Event Details:** Fri, July 28, 2023 - 12:30 pm to 2:30 pm  
**Activity:** Camp/School/Group Trip 100+

Camp visit to Active Kidz.

ORDER ITEMS	NAME	TYPE	PRICE
	Camp/School/Group Trip 100+		
1	Camp Visit	Reservation	200.00
1	Janitorial Fee (100-200 Kids)	Add Ons	100.00
100	\$22 Per Child	Add Ons	2,200.00
		SubTotal:	2,500.00
		Total:	<b>\$2,500.00</b>
		Balance Due:	<b>\$2,500.00</b>

### PAYMENT HISTORY

DATE MEMO AMOUNT

### QUESTIONS AND RESPONSES:



# ESTIMATE

Cove Sports Academy  
United States

BILL TO  
City of Glen Cove

Estimate Number: 124

Estimate Date: March 8, 2023

Expires On: April 19, 2023

Grand Total (USD): \$6,500.00

Items	Quantity	Price	Amount
<b>Full Field Rental</b> 8AM-4PM Full Field Rentals	23	\$300.00	\$6,900.00
DATES: July 5, 6, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 31  August 1, 2, 3, and 4			
<b>Discount</b>	1	(\$400.00)	(\$400.00)

**Total:** \$6,500.00

**Grand Total (USD):** \$6,500.00



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

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TRANSFER FORM

DEPARTMENT: EMS A4540

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A4540-51101	Annual Salaries		16,000.00
A4540-55438	Contracts	16,000.00	

Reason for Transfer:

Transfer is being requested to fund medical director contract for 2023.

Department Head Signature: 

Date: 3/17/2023

City Controller Approval: 

Date: 3/20/23

City Council Approval – Resolution Number: \_\_\_\_\_

Date: \_\_\_\_\_





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

## BUDGET AMENDMENT FORM

OCF-1 (8/19)

Department: SPW

BUDGET YEAR

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A1490.42680	Insurance Recoveries	\$4,800.00	
A1490.55999	Property Damage Expense		\$4,800.00

Reason for Amendment:

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TO ACCEPT A PORTION OF INSURANCE PROCEEDS  
RELATED TO THE GLEN COVE CIVIC SIGN DAMAGE

Department Head Signature: [Signature]

Date: 3/17/23

City Controller Approval: [Signature]

Date: 3/17/23

City Council Approval-Resolution Number: \_\_\_\_\_

Date: \_\_\_\_\_



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

## BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: CAPITAL FUND

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
H7180-43002-2302	DRIVING RANGE -ARPA	\$535,000	
H7180-52240-2202	DRIVING RANGE IMPROVEMENT <sup>1</sup>		\$535,000

Reason for Amendment:

TO APPROPRIATE AMERICAN RESCUE PLAN ACT (ARPA)

FUNDS TO THE FOLLOWING CITY PROJECT:

GOLF COURSE DRIVING RANGE REHABILITATION [FORENET, INC.]

Department Head Signature: 

Date: MARCH 21, 2023

City Controller Approval: 

Date: MARCH 21, 2023

City Council Approval-Resolution Number: \_\_\_\_\_

Date: \_\_\_\_\_