

# CHANGE ORDER

6B

DATE OF ISSUANCE: September 29, 2021

EFFECTIVE DATE:

OWNER City of Glen Cove  
 CONTRACTOR Bensin Contracting Inc.  
 PROJECT Packed Tower Aeration System at Seaman Road Station  
 ENGINEER D&B Engineers and Architects, D.P.C.  
 ENGINEER's Contract No. 5119

You are directed to make the following changes in the Contract Documents

Description: Furnish all labor, material & equipment to perform the construction of the new Well 2S-A and abandonment of Well 2S.

Reason For Change Order: Poor condition of existing screen in Well 2S revealed in TV inspection after redevelopment. Construction of existing well would not allow a liner to be installed. Replacement in kind requested by the City.

Value of Change Order \$533,740.00

Attachments:  
 Change Order Summary Tabulation  
 07/27/2021 - 792 - CR#2A (Rev. 4) from Bensin Contracting

CHANGE IN CONTRACT PRICE:	
Original Contract Price	
\$	1,426,000.00
Net Increase (Decrease) from previous Change Orders:	
\$	-
Contract Price Prior to this Change Order:	
\$	1,426,000.00
Net increase (Decrease) of this Change Order:	
	\$533,740.00
Contract Price with all approved Change Orders:	
\$	1,959,740.00

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	330 days
Substantial Completion:	10/31/2021
Final Completion:	11/30/2021
	(dates)
Net change from previous Change Orders:	
Substantial Completion:	0
Final Completion:	0
	(days)
Contract Times prior to this Change Order:	
Substantial Completion:	10/31/2021
Final Completion:	11/30/2021
	(dates)
Net increase (decrease) of this Change Order:	
Substantial Completion:	0
Final Completion:	0
	(days)
Contract Times with all approved Change Orders:	
Substantial Completion:	10/31/2021
Final Completion:	11/30/2021
	(dates)

By: [Signature]  
 ENGINEER (Authorized Signature)

Date: 9/29/2021

APPROVED:  
 By: \_\_\_\_\_  
 OWNER (Authorized Signature)

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

ACCEPTED  
 By: \_\_\_\_\_  
 CONTRACTOR (Authorized Signature)

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

City of Glen Cove  
Packed Tower Aeration System at Seaman Road Station  
Change Order 1 Summary Tabulation

Change Order Summary	
Description	Amount
Construction of the new Well 2S-A	\$533,740.00
Net increase (decrease) of Change Order	\$533,740.00

Allowance Summary	
Description	Amount
Bid Item 4 - Additional Work Allowance	\$50,000.00
Allowance withdrawal from previous change orders	\$0.00
Current remaining balance of allowance	\$50,000.00
Allowance withdrawal from this change order	\$0.00
Total remaining balance of Allowances	\$50,000.00

Contract Price Tabulation	
Description	Amount
Original Contract Price	\$1,426,000.00
Net increase (decrease) from Previous Change Orders	\$0.00
Contract Price prior to this change order	\$1,426,000.00
Net increase (decrease) of this Change Order	\$533,740.00
Contract Price with all approved Change Orders	\$1,959,740.00

Currently below contract cost



**BANCKER**

# BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

TEL: 631/582-8880 - FAX: 631/582-3698 - EMAIL: Bancker@Ban

6C

Invoice: 88828

Date: 3/17/2023

Client ID: 10-GLE130

Purchase Order:

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Bill To
CITY OF GLEN COVE ATT: ACCOUNTS PAYABLE 9 GLEN STREET GLEN COVE, NY 11542

Job Address
10-23051-000 CITY OF GC 43 GLEN COVE AVE CITY OF GC 43 GLEN COVE AVE 43 GLEN COVE AVENUE

Item #	Qty	Description	UOM	Unit Price	Amount
		WATER MAIN REPAIR 43 GLEN COVE AVE, GLEN COVE 3/7/23 LABOR			
1001BA	8.00	LABOR FOREMAN ST-1298	HR	119.01	952.08
1012BA	8.00	PIPE FITTER ST	HR	119.01	952.08
1002BA	32.00	LABORER ST-1298 (4)	HR	106.29	3,401.28
1014*BA	8.00	BACKHOE ENGINEER W/GT 138	HR	148.21	1,185.68
1037CBA	8.00	VACUUM EXCAVATOR OPERATOR RT -	HR	136.19	1,089.52
1009BA	8.00	CHAUFFEUR ST-282 EQUIPMENT	HR	113.16	905.28
2020BA	8.00	PICKUP/VAN & TOOLS	HR	76.25	610.00
2000BA	8.00	BACKHOE	HR	128.72	1,029.76
2050BA	8.00	BOOM TRUCK	HR	132.04	1,056.32
2830BA	8.00	VACUUM EXCAVATOR TRUCK	HR	244.45	1,955.60
2060BA	8.00	COMPRESSOR WITH TOOLS	HR	66.56	532.48
		MATERIALS			
MISC	52.00	SAWCUTTING	LF	10.50	546.00
RCA	4.00	RCA BLEND	CY	18.54	74.16
ASPHALT	6.00	ASPHALT	TNS	105.00	630.00
		Subtotal			14,920.24
OVERHEAD	1.00	OVERHEAD 10%	LS	1,492.02	1,492.02



**BANCKER**

# BANCKER CONSTRUCTION CORP.

171 FREEMAN AVENUE - ISLIP, NY 11751

TEL: 631/582-8880 - FAX: 631/582-3698 - EMAIL: Bancker@Bancker.com

**Invoice: 88828**

**Date: 3/17/2023**

**Client ID: 10-GLE130**

**Purchase Order:**

Bill To
CITY OF GLEN COVE ATT: ACCOUNTS PAYABLE 9 GLEN STREET GLEN COVE, NY 11542

Job Address
10-23051-000 CITY OF GC 43 GLEN COVE AVE CITY OF GC 43 GLEN COVE AVE 43 GLEN COVE AVENUE

Item #	Qty	Description	UOM	Unit Price	Amount
		Subtotal			16,412.26
PROFIT	1.00	PROFIT 10%	LS	1,641.23	1,641.23
				Subtotal	18,053.49
				Sales Tax	0.00
				TOTAL	18,053.49



6D

## **HARLEM HELLFIGHTERS AGREEMENT**

AGREEMENT made this      day of                      between the City of Glen Cove, a municipal corporation with offices at 9 Glen Street, Glen Cove, N.Y. (the "City") and Michael Katok, with offices at 8 Woodmere Avenue, Glen Cove, N.Y. ("Artist"):

**WHEREAS**, the City wishes to engage Katok to create an artistic monument commemorating the "Harlem Hellfighters"; and

**WHEREAS**, Katok is willing to create the requested commemorative monument for the City on the terms and conditions herein set forth;

**NOW, THEREFORE**, upon the mutual covenants and promises between the parties as hereinafter set forth, it is hereby agreed as follows:

1. Katok shall create an interpretive rubber mold to create a curved bronze plaque commemorating the World War I Harlem Hellfighters bearing the slogan "Go Hellfighters." The dimensions of the plaque will be approximately 23 1/4" by 28" by 22 1/2."
2. After creating the mold, Katok shall deliver it to a City-recommended foundry to perform bronze casting, metal finishing and patina services fabricating the plaque. When completed, he will retrieve the plaque from the foundry and mount it on the black, cylindrical World War I monument displayed in the Glen Cove Veterans Memorial Park.
3. Katok will consult with the City as to how and where on the monument the plaque will be mounted.
4. All costs charged by the foundry to fabricate the plaque shall be borne by the City. Katok will provide all equipment, tools, materials and/or supplies to prepare the mold and to mount the plaque on the WW I monument.
5. Upon completion, the City will be pay Katok \$16,000 for his services. The City understands that it will be reimbursed for all costs and fees it incurs for this project through a grant from Nassau County's Community Revitalization Program ("NC CRP"), coordinated through Legislator Delia De Riggi-Whitton's office.
6. Katok 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 Katok or any persons he may choose to employ. Katok shall comply with the Worker's

Compensation Law as the same may apply to Katok and/or his employees.

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

8. Katok shall have no authority to enter into contracts or agreements on behalf of the City as the result of this agreement.

9. Katok shall immediately defend and indemnify the City of Glen Cove and all employees, elected officials, departments, boards, commissions and agencies of the City (including the Glen Cove Community Development Agency), their agents and servants, in addition to Nassau County and their respective agents, officers and directors, (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.

10. Additionally, Katok shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnitees immediately upon tender to Katok 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 Katok 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 Katok asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees.

11. Before performing any work on the contract, Katok shall procure liability insurance in an amount of not less than \$1,000,000 maintained during his performance this agreement and for a period of three (3) years after completion of the subject project. The following entities shall be listed as certificate holders and additional insured: City of Glen Cove,

Glen Cove Community Development Agency, Nassau County.

12. This document represents the entire agreement between the parties. Any discussions between the parties shall not be binding in any way unless incorporated in this written agreement which is the entire agreement. Any modification of this agreement shall have no effect unless made in writing and signed by the parties.

ACCEPTED BY:

CITY OF GLEN COVE

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

ACCEPTED BY:

\_\_\_\_\_  
by \_\_\_\_\_  
Michael Katok, Artist

**CONSULTANT CONTRACT  
BETWEEN THE CITY OF GLEN  
COVE AND BFJ PLANNING**

6E

**AGREEMENT** dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Glen Cove, a Municipal Corporation duly created and existing under the laws of the State of New York, having its office located at City Hall, 9 Glen Street, Glen Cove, New York 11542 (hereinafter referred to as "City"), and Buckhurst Fish & Jacquemart Inc. dba BFJ Planning, a corporation under the laws of the State of New York, having its office at 115 5th Avenue, New York, NY 10003 (hereinafter referred to as "Consultant").

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

**WHEREAS**, the City requires the services of a professional planning and environmental consultant to perform services as described for the **City of Glen Cove Smart Growth Comprehensive Plan with Sustainability Elements** (the "Project," as described in Appendix A attached hereto); and

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

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

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

**WHEREAS**, the aforesaid services will be funded in part from a New York State Department of State (NYSDOS) Smart Growth Comprehensive Planning (SGCP) Grant and New York State Department of Environmental Conservation (NYSDEC) Climate Smart Communities (CSC) Grant, with contract numbers C1002058 and DEC01-T01235GG-3350000, respectively;

**NOW, THEREFORE**, the parties agree as follows:

1. Term

This Agreement shall commence on the date that it is executed by the City and the Consultant (the "Commencement Date") and terminate on the 31st day of August 2025 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing the City shall, in its sole discretion, have the right to extend this Agreement by delivering a notice of extension to the Consultant at least thirty (30) days prior to the Expiration Date. The extended Agreement shall be on the same terms, conditions, and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. The Consultant may apply for an Agreement extension



in a written notice to the City and Glen Cove Community Development Agency (CDA) at least thirty (30) days prior to the date of expiration fixed by the terms of this Agreement.

2. Services to Be Performed

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

3. Responsibility of Consultant

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

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

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

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

(e) The Consultant, in coordination with the City/CDA, must ensure that any materials, printed, constructed, and/or produced which are funded in whole or in part through any activity supported under the SGCP and CSC grants must acknowledge the support of NYSDOS and NYSDEC. The following acknowledgement statements must be included on Project deliverables prepared by the Consultant: "This project has been funded in part by the Climate Smart Communities Grant Program, Title 15 of the Environmental Protection Fund through the New York State Department of Environmental Conservation," and, "This [document, report, map, etc.] was prepared with funding provided by the New York State Department of State Environmental Protection Fund." All deliverables must be labeled with NYS Comptroller's contract number C1002058 and, where applicable, the related task number from the Work Plan attached to the City of Glen Cove-NYSDOS Master Grant Contract. All

deliverables must also be labeled with contract number DEC01-T01235 and, where applicable, the related task number from the Work Plan attached to the City of Glen Cove-NYSDEC Master Grant Contract.

(f) The Consultant's work products shall be submitted in the formats required by the City of Glen Cove's grant contracts with NYSDOS and NYSDEC.

(g) The Consultant will regularly advise City/CDA of the status of the Project and will coordinate its activities with City/CDA. The Consultant and City/CDA shall each designate an authorized representative to be available for consultation, assistance, and coordination of activities.

#### 4. City/CDA's Responsibilities

(a) City/CDA agrees to provide information in its possession including studies, available descriptive information about the City of Glen Cove, prior site evaluations, and current conditions.

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

#### 5. Permits and Other Approvals

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

#### 6. Time of Performance

(a) The services shall commence at the time that the Consultant is notified to proceed and will continue through completion of the project pursuant to the proposed project Work Schedule. Notice to proceed shall be via a written directive issued by the City/CDA.

(b) Within two (2) weeks of the Consultant's receipt of said notice or within one (1) week of the project initiation meeting, a Work Schedule detailing all phases of work as outlined in the attached Scope of Services (Appendix A) and benchmark dates for completion of same, shall be submitted to the City/CDA for review and approval. The Work Schedule shall become an amendment to this Agreement (Appendix B).

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

7. Compensation

(a) It is understood and agreed that the maximum to be paid the Consultant for its services under and specific to this Agreement shall not exceed \$202,500 per the Fee Schedule (Appendix C) attached hereto and made a part hereof. The City has budgeted for the full amount of this contract. The Fee Schedule shall contain a detailed fee proposal including the Consultant and subconsultants. This fee proposal shall include manpower estimates (number of hours for each staff member) for each phase of work per the Scope of Services and an hourly rate schedule.

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

(c) The multipliers for overhead costs and fee included in the hourly billing rates in the fee schedule shall not exceed 3.0 percent.

8. Method of Payment

(a) Payments to the Consultant will be made in accordance with the terms of City requirements. All invoices must be accompanied by signed timesheets (hourly backup), a budget tracking table documenting expenditures and remaining amounts for each project task, City claim vouchers, and other appropriate supporting documentation as requested by the City/CDA.

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

9. Additional Rights and Remedies

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

10. Independent Contractor

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

insurance, pension benefits, or other benefits afforded to the regular employees of the City.

11. Delays

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

12. Termination

(a) The City may, by written notice to Consultant, terminate this Agreement in whole or in part at any time, either for the City's convenience or because of the failure of the Consultant to fulfill its Agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City/CDA all data, maps, drawings, designs, specifications, reports, estimates, summaries, notes, digital files, and such other information, materials, and work as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

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

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

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

13. Changes

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



this Agreement.

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

14. Assignability

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

15. Interest of Consultant

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

16. Property Rights

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

17. Right to Data

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

18. Disputes

Pending final decision or determination by a court of competent jurisdiction of a

dispute arising under this Agreement, the Consultant shall proceed diligently with performance in accordance with the Agreement and in accordance with the City/CDA's direction.

19. Final Payment

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

20. Non-Discrimination and Affirmative Action

(a) Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the City and Consultant will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

(b) The City of Glen Cove is financing this Project using grant funding provided by the New York State Department of State (NYSDOS). The Consultant is required to comply with the provisions of New York State Executive Law, Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations. These policies are intended to promote and encourage participation by certified Minority-and Women-owned Businesses ("M/WBEs") in State contracting opportunities. The Consultant must document "good faith efforts" to provide meaningful participation by M/WBEs as subcontractors in the performance of this Project. This Project is assigned an overall thirty (30) percent M/WBE participation goal, applicable to the NYSDOS grant award amount of \$100,000. The breakdown between the Minority-owned Business Enterprise ("MBE") and Women-owned Business Enterprise ("WBE") utilization goals is fifteen (15) percent and fifteen (15) percent. The Consultant shall provide documentation related to M/WBE participation as requested by the City/CDA.

(c) This project is assigned a six (6) percent Service-Disabled Veteran-Owned Business ("SDVOB") participation goal, applicable to the NYSDOS grant award amount of \$100,000. The Consultant shall provide documentation related to SDVOB participation as requested by the City/CDA.

(d) The Consultant shall comply with all affirmative action policies mandated by the Federal, State, and local governments.

21. Consulting Liability and Hold Harmless Agreement

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

The Consultant shall indemnify and save harmless the City from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of the Consultant under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the Consultant's failure to meet professional standards and resulting in obvious and patent errors in the progression of the Consultant's work. Nothing in this Agreement shall create or give to third parties any claim or right of action against the City beyond such as may legally exist irrespective of this Agreement.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify The City of Glen Cove and Glen Cove Community Development Agency (CDA), and all employees, elected officials, departments, boards, commissions and agencies of the City, their agents and servants, in addition to New York State Department of State (NYSDOS) and New York State Department of Environmental Conservation (NYSDEC) (collectively the "Indemnified Parties") from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the Agreement or any Amendments thereto, unless arising out of the Indemnified Parties' 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.

Additionally, the Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Parties immediately upon tender to the Consultant 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 the Consultant are responsible for the claim does not relieve the Consultant from its 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 the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Parties. In order for the Consultant to be relieved of the duty to defend, there must be no possible factual or legal basis on which the Consultant's duty to indemnify under any provision of this section or this Agreement could be held to attach.

## 22. Insurance

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

### (a) Commercial General Liability Insurance

The Consultant shall take out and maintain during the life of this contract such Commercial General Liability Insurance as will protect it and any subconsultant performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by itself or by its subconsultant, or by any directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit of not less than Two Million and 00/100 (\$2,000,000.00) Dollars per occurrence, Three Million and 00/100 (\$3,000,000.00) Dollars aggregate, and Five Million and 00/100 (\$5,000,000.00) Dollars umbrella.

### (b) Workers' Compensation Insurance

The Consultant shall take out and maintain, during the life of this contract, Workers' Compensation Insurance to limits required by New York State law for all employees employed at the site of the project.

### (c) Property Damage Insurance

The Consultant shall take out and maintain during the life of this contract Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from operations under this contract, whether such operation be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. Property Damage Insurance shall be maintained in an amount of not less than One Hundred Thousand and 00/100 (\$100,000) Dollars for damages on account of any one accident and Two Hundred Thousand and 00/100 (\$200,000.00) Dollars aggregate during the policy period.

### (d) Business Automobile Liability Insurance

The Consultant shall take out and maintain during the life of this contract Business Automobile Liability Insurance in an amount of not less than One Million and 00/100



(\$1,000,000.00) Dollars.

(e) Professional Liability Insurance

The Consultant shall take out and maintain Professional Liability Insurance in an amount of not less than One Million and 00/100 (\$1,000,000.00) Dollars maintained during and for a period of three (3) years after completion of the City's contract for the subject project with New York State Department of State (NYSDOS) and New York State Department of Environmental Conservation (NYSDEC).

(f) Disability Benefits

The Consultant shall maintain during the life of this contract Disability Benefits coverage as required by New York State Disability Law.

(g) Proof of Carriage of Insurance and Other Requirements

The Consultant shall furnish the City with certificates of insurance for each type of insurance required, indicating the City as certificate holder and additional insured. The City of Glen Cove shall be listed as Certificate Holder on all insurance certificates. The Glen Cove Community Development Agency (CDA), New York State Department of State (NYSDOS), and New York State Department of Environmental Conservation (NYSDEC) shall be named as "additional insured" on all required liability insurance policies.

All certificates and insurance policies shall bear the policy numbers, the expiration date of the policies and the limits of liability thereunder. The City shall be entitled to thirty (30) days written notice of cancellation or renewal of any policy. If the evidenced insurance expires prior to completion of work, a renewal certificate shall be furnished at least ten (10) days before the date of expiration.

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

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

If the Consultant retains or hires any subcontractors in the course of its performance under the contract, the requirements of this section shall be binding and transferrable to each subcontractor so retained or hired, unless the City authorizes an exception prior to said subcontractor performing work for the City, or unless the subcontractors are covered by the protection afforded by the Consultant. Minor subconsultants or service providers may petition for reduced insurance amounts through the Consultant, but such limits will be established based on perceived liability by the City, the value of such minor services, and at the sole discretion of the City Attorney.

The insurance policies should be provided by insurance companies licensed to do business in the State of New York and with an AM Best Rating of A-VII or better.

23. Controlling Law

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

24. Successors and Assigns

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

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

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

25. Order of Precedence

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

- (a) New York State Department of State (NYSDOS) and New York State Department of Environmental Conservation (NYSDEC) guidelines;
- (b) City of Glen Cove guidelines;
- (c) Any and all questions on conflicting guidance shall be directed to the attention

of the Glen Cove Community Development Agency (CDA) Executive Director  
in writing by the Consultant.

26. Code of Ethics

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

27. Covenant against Contingent Fees

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

28. Subcontractors/Subconsultants

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

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

29. Service of Process

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Consultant's actual receipt of process or upon the City/CDA's receipt of the return thereof by the United State Postal Service as refused or undeliverable. The Consultant must promptly notify the City/CDA, in writing, of each and every change of address to which service of

process can be made. Service by the City/CDA to the last known address shall be sufficient. The Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

30. Notice

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

To: BFJ Planning  
Address: 115 5th Avenue, 3<sup>rd</sup> Floor, New York, NY 10003  
Attention: Frank Fish, FAICP, Principal, and Silva Del Fava, AICP, Associate  
Telephone: (212) 353-7474  
Email: [f.fish@bfjplanning.com](mailto:f.fish@bfjplanning.com)  
CC: [s.delfava@bfjplanning.com](mailto:s.delfava@bfjplanning.com)

To: Glen Cove Community Development Agency  
Address: City Hall, 9 Glen Street, Glen Cove NY 11542  
Attention: Ann Fangmann, AICP, Executive Director, Glen Cove CDA & IDA  
CC: Jocelyn Wenk, AICP, Senior Grant Writer and Administrator, Glen Cove CDA  
Telephone: (516) 676-1625  
Fax: (516) 759-8389  
Email: [afangmann@glencovecda.org](mailto:afangmann@glencovecda.org)  
CC: [jwenk@glencovecda.org](mailto:jwenk@glencovecda.org)

To: City of Glen Cove  
Address: City Hall, 9 Glen Street, Glen Cove NY 11542  
Attention: Pamela Panzenbeck, Mayor  
Telephone: (516) 676-2004  
Fax: (516) 676-0108  
Email: [ppanzenbeck@glencoveny.gov](mailto:ppanzenbeck@glencoveny.gov)

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



the attention of, by giving notice of such change to the other party pursuant to this Article.

31. Miscellaneous

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

(b) No contractual relationship shall be deemed to exist between the Consultant and the State, or the City/CDA and any subcontractors of the consultant, as a result of this Agreement.

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

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

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

## **ATTACHMENTS**

**Appendix A: Scope of Services**

**Appendix B: Work Schedule**

**Appendix C: Fee Schedule**

**Appendix D: Organization Chart**

**Appendix E: Title VI/Non-Discrimination Assurances**

**Appendix F: NYSDOS Contract C1002058**

**Appendix G: NYSDEC Contract DEC01-T01235GG-3350000**

**IN WITNESS WHEREOF**, the City of Glen Cove and BFJ Planning have executed this Agreement as of the day and year first above written.

CITY OF GLEN COVE

BFJ PLANNING.

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

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

Pamela Panzenbeck, Mayor

\_\_\_\_\_

Name, Title

## ACKNOWLEDGMENT

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

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

Notary Public

## CORPORATE ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared Frank Fish, to me known, who being by me duly sworn, did depose and say that he resides at 115 5th Avenue, 3<sup>rd</sup> Floor, New York, NY 10003 that he is the Principal of BFJ Planning, the corporation described in and which executed the foregoing instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, that he signed his name thereto by like order, and that said order empowered him to bind the said corporation to the obligations of the foregoing agreement.

Notary Public

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**MEDICAL DIRECTOR AGREEMENT**

**THIS MEDICAL DIRECTOR AGREEMENT** (hereinafter the “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”), Silver Emergency Experts LLC, a New York limited liability company (the “LLC”), and David Silver, M.D. residing at 8 The Glenada, Roslyn, New York 11576 (“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;

**WHEREAS**, Dr. Silver desires that the City make payments pursuant to this Agreement to Dr. Silver’s trade or business, the LLC, and

**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, commencing April 12, 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 \$12,240, payable \$3,740



on June 30, 2023 and \$4,250 on September 30 and December 31, 2023. Each installment shall be made payable to 'Silver Emergency Experts LLC', and Dr. Silver will provide a Form W-9 upon the contemporaneous execution of this Agreement. 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. The parties to this Agreement recognize and expressly acknowledge that Dr. Silver is currently engaged in or may be engaged in the future by other governmental entities to provide Medical Director services to other EMS/Fire Departments and the City acknowledges that Dr. Silver is not required to provide his services exclusively to the City during the term of this Agreement. 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 shall seek payment from those agencies for their pro rata shares of the insurance cost paid by the City, but in the event those shares are not paid, the City may reduce Dr. Silver's payments as provided hereunder by the amount of the pro rata shares. The City will pay its contribution of \$3,150.00 within forty-five (45) days of the execution of this Agreement.

4. Either party shall have the right to terminate this Agreement upon sixty (60) days written notice. In the event of termination, Dr. Silver shall be compensated by the City for services performed up to the effective date of termination.

5. The LLC and 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. Dr. Silver is the only Medical Director engaged by the City of Glen Cove for the term of this Agreement.

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 and the LLC, personally delivered to him or sent by registered or certified mail, to his address at 8 The Glenada, Roslyn, New York 11576 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. In the event that any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as though it had not contained the invalid, illegal, or unenforceable 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 other 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 or the LLC. He shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

11. Neither Dr. Silver nor the LLC shall have any authority to enter into contracts or agreements on behalf of the City as the result of this Agreement.

12. Dr. Silver shall assume all risk in connection with his performance of this Agreement and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, omissions of Dr. Silver in connection with the prosecution and completion of the services set forth in this Agreement. Dr. Silver shall indemnify and hold the City and its past, present, and future elected officials, officers, directors, and employees harmless from all claims and for any expenses and costs, including reasonable attorney's fees and court costs which may be incurred by the City arising from the negligent or willful acts, errors, or omissions of Dr. Silver in his performance of this Agreement.

13. Before performing any services under this Agreement, Dr. Silver shall procure the appropriate Medical Director liability insurance in an amount of not less than \$1,000,000 maintained during his performance of this Agreement. The City of Glen Cove shall be listed as certificate holder and additional insured on the policy. Should Dr. Silver serve as the Medical



Director for the City for less than five (5) years, commencing April 12, 2023, he shall, at the direction of the City, exercise his option for an "extended reporting period" of three (3) years, the cost for which will be borne by the City. Pursuant to the applicable insurance policy, the cost imposed for the "extended reporting period" is 185% of the full annual premium. In the event Dr. Silver continues to serve as Medical Director for the City for more than five (5) years, commencing April 12, 2023, then the "extended reporting period" shall continue for an unlimited duration at no cost to the City or Dr. Silver as provided by the applicable policy.

14. 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.

15. The parties hereto agree that no single party shall be deemed to have drafted this Agreement or any portion thereof. This Agreement is the product of the collaborative effort of the parties hereto and their counsel, and as such, the rule of construction against the draftsman may not be employed in any dispute concerning the meaning of the terms of this Agreement.

16. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of a proceeding in any such court.

17. 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.

**[SIGNATURE PAGE TO FOLLOW]**

FOR: City of Glen Cove


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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
4/6/23  
Date

FOR: Silver Emergency Experts LLC

BY: \_\_\_\_\_  
  
Name: Dr. David Silver  
Title: Sole Member

\_\_\_\_\_  
4/6/23  
Date



# UNITED Rx

SOLUTIONS

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[P] 844-741-9718 [F] 631-573-6494

[www.unitedrxsolutions.com](http://www.unitedrxsolutions.com)

66

## DEA REGISTERED - REVERSE DISTRIBUTOR

Full compliance made simple!

### CONTROLLED SUBSTANCE DESTRUCTION

# \$295.00

#### FEE INCLUDES

- ✓ Execution of DEA 222 Form
  - ✓ Free Shipping
  - ✓ Free Disposal
- ✓ Accurate and transparent reporting
- ✓ Environmentally friendly destruction
- ✓ Controlled Substance destruction reports and binder

 **CONTROLLED SUBSTANCE SURRENDER LOG** 

\*Additional fees may apply

United Rx Solutions goal is not only to provide industry solutions, but to also provide peace of mind. United Rx Solutions is fully compliant with all federal, state and local regulations concerning the handling, storage, transportation, and disposal off all products entering our facility.





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PH: 844-741-9718 FAX: 631-573-6494  
[www.unitedrxsolutions.com](http://www.unitedrxsolutions.com)

ACCOUNT NO.  
OFFICE USE ONLY

## NEW CLIENT REGISTRATION FORM

\*ACCT NAME City of Glen Cove Emergency Medical Services

\*ADDRESS 8 Glen Cove Avenue

\*CITY Glen Cove STATE New York ZIP 11542

516-676-0331

\*PHONE

cdemetropolis@glencoveny.gov

\*EMAIL

516-759-7341

\*FAX

FS1722037

DEA #

Pamela Panzenbeck / Mayor

\*NAME/TITLE

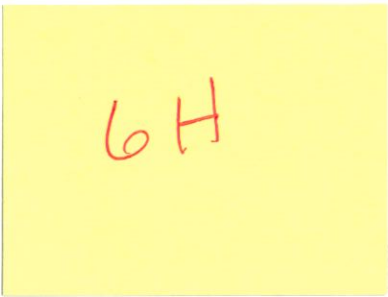
\*SIGNATURE

4/12/2023

\*DATE

Please complete this form in its entirety and sign.

Email or fax back to United Rx Solutions along with a copy of your DEA license. Upon receipt United Rx Solutions will expedite your account set up and provide further direction for your selected level of service.



# 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
Full Field Rental 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			
Discount	1	(\$400.00)	(\$400.00)
Total:			\$6,500.00
Grand Total (USD):			\$6,500.00

Tel-One  
5 Brewster Street  
Unit 2 # 257  
Glen Cove, NY 11542  
United States  
516-801-3040



Spiro Tsirkas  
Glen Cove Youth Bureau  
128 Glen St  
Glen Cove 11542  
United States

Estimate Number Q101011  
Estimate Date 04/03/2023  
Reference Yearly Service 2023

Description	Rate	Qty	Line Total
Reach UC Softphone- 1 Year Contract 2023 Intercom and Video-Included hardware and software maintenance	\$39.95	12	\$479.40
Quarterly Subscription 1 Year Contract 2023 Includes 3 Data Recording 24x7 for 2 Camera's @ \$9.95 each	\$19.90	12	\$238.80
Subtotal			718.20
Tax			0.00
Estimate Total (USD)			\$718.20

#### Notes

Monthly Service Billed Quarterly For \$ 179.55 For the Year of 2023

#### Terms

All Labor & Materials Are Guaranteed To Be Completed in Accordance to Standard Practices. Any Alterations Or Deviations From The Above Specifications Will Be Completed Only Upon Written Request And May Constitute Additional Charges Above the Quoted Price.

Tel-One is not responsible for any existing cables that do not test to standard Cat5/Cat6 connections. Any existing cables to be replaced will be quoted to client for approval.

50% Due On Acceptance 50% Due on Completion Plus NYS Sales Taxes



Order Date: 03/21/2023 02:01 PM  
Event Date: Monday, July 31, 2023  
Event Time: 11:00 AM - 01:00 PM

65

Xplore - Commack  
54 Vanderbilt Motor Parkway  
(631) 543-8300  
info@xplorecommack.com  
[www.xplorecommack.com](http://www.xplorecommack.com)

#### HOST INFORMATION

**Customer:** Sandra Potter  
**Phone:** (516) 671-4600  
**E-Mail:** spotter@glencoveny.gov  
**Ext:** Glen Cove Youth Bureau  
**Address:** 128B Glen St , Glen Cove New York 11542

#### EVENT INFORMATION

**Event Type:** Camp/Group  
**Package:**  
**Date:** Monday, July 31, 2023  
**Time:** 11:00 AM - 01:00 PM  
**Tax Bracket:** None  
**Guests Included:** 0  
**# of Children:** 75  
**Per Additional Guest:** \$23.00

#### OTHER DETAILS

##### PACKAGE INCLUSIONS

###### Package Description:

Public

2 hours of fun

Counselors included

All attractions included (arcade separate)

\$5 game card for each guests  
(more game card value can be added)

Party room(s) included

**20-39 Guests: \$28 per guest**  
Minimum of 20 guests

**40+ Guests: \$23 per guest**  
Minimum of 40 guests

tax not included

###### Customer Notes:

- **A \$200 NON-REFUNDABLE DEPOSIT REQUIRED TO SECURE BOOKING (DO NOT SEND CHECK WITH A FULL BALANCE)**
- **CERTIFICATE OF COI + TAX EXEMPT FORM REQUIRED**
- **SOCKS AND WAIVERS REQUIRED FOR ALL**
- **<https://waiver.smartwaiver.com/w/5c52041f9c9c8/web/>**

##### ORDER SUMMARY

- Monday, July 31, 2023 \$0.00

**Additional Guests:**  
- 75 additional children (75x\$23.00) \$1,725.00

**Subtotal:** \$1,725.00  
**Total:** \$1,725.00  
**Payments:** \$0.00  
**Balance Due:** \$1,725.00

##### SUGGESTED GRATUITY (BASED ON SUBTOTAL)

15%: \$258.75

18%: \$310.50

20%: \$345.00

##### PAYMENTS



DATE	METHOD	TYPE	ADDITIONAL INFO	APPLIED	BALANCE
------	--------	------	-----------------	---------	---------

No payments found.

**THANK YOU!**

**PLEASE REVIEW US ON [FACEBOOK](#), [GOOGLE](#), [YELP](#), AND [TRIP ADVISOR](#)**

**Cancellation Policy:** Deposit is nonrefundable unless booking is directly affected by NYS or federal government mandates for closure. If your event is forced to be canceled we will either refund your deposit or you are welcome to receive a credit to use for up to a year. If you provide at least 14 days notice you may reschedule your party within the next two months. Any party canceled with less than 14 days will forfeit their deposit and will need to provide a separate and new deposit.

**Waivers must be signed for all children under the age of 18. Waivers can be signed directly from our website.**

All children and adults must wear socks in our play area. No shoes, bare feet, or strollers are permitted in that area.

Children must be age 5 and up and 42" or taller to participate in laser tag and dodgeball.

No outside food. No face painting. Gratuity not included. Play at your own risk.

All character appearance requests are subject to character availability.

Parties and events booked at Xplore are not transferrable to Safari Adventure.

Please expect a call to review all of your party details within 1 week of booking your reservation. If you have any questions please call us at 631-543-8300 or email us at [info@xplorecm.com](mailto:info@xplorecm.com).



Laser Bounce - Long Island  
2710 Hempstead Turnpike  
Levittown, NY, United States 11756  
P: (516) 342-1330  
F:

## Event Reservation # 3482

## Invoice

<b>Organization</b>	Glen Cove Youth Bureau	<b>Phone</b>	+1 516-671-4600
<b>Contact</b>	Sandra Potter	<b>Fax</b>	
<b>Address</b>	128B Glen Street Glen Cove, NY 11542	<b>Event Type</b>	Premium Package - Summer Camp
		<b>Scheduled By</b>	Catherine Villanueva
		<b>E-mail</b>	SPotter@glencoveny.gov

Event Date	Day	Event Time	Participant	Adult
7/17/2023	Monday	10:00 AM - 1:00 PM	70	0

### Areas Reserved

Description	Time
Bounce Park & Ballocity*	10:00 AM - 11:00 AM
Laser Tag*	10:00 AM - 10:30 AM
Laser Tag	10:30 AM - 10:50 AM

### Items Purchased

Qty	Description	Amount
70	Premium Package	\$1,396.50
48	3 Games of Laser Tag	\$0.00

### Deposits and Payments

Receipt #	Date Paid	Amount
001-230323-001-384415	3/23/2023	\$200.00

### Event Total

<b>Event Total</b>	\$1,396.50
<b>- Payments</b>	\$200.00
<b>Total Due</b>	<b>\$1,196.50</b>





Laser Bounce - Long Island  
2710 Hempstead Turnpike  
Levittown, NY, United States 11756  
P: (516) 342-1330  
F:

## Event Reservation # 3483

## Invoice

<b>Organization</b>	Glen Cove Youth Bureau	<b>Phone</b>	+1 516-671-4600
<b>Contact</b>	Sandra Potter	<b>Fax</b>	
<b>Address</b>	128B Glen Street Glen Cove, NY 11542	<b>Event Type</b>	Premium Package - Summer Camp
		<b>Scheduled By</b>	Catherine Villanueva
		<b>E-mail</b>	SPotter@glencoveny.gov

Event Date	Day	Event Time	Participant	Adult
7/19/2023	Wednesday	10:00 AM - 1:00 PM	150	0

### Areas Reserved

Description	Time
Bounce Park & Ballocity*	10:00 AM - 11:00 AM
Laser Tag*	10:00 AM - 10:30 AM
Laser Tag	10:30 AM - 10:50 AM

### Items Purchased

Qty	Description	Amount
150	Premium Package	\$2,992.50
48	3 Games of Laser Tag	\$0.00

### Deposits and Payments

Receipt #	Date Paid	Amount
001-230323-001-384428	3/23/2023	\$300.00

### Event Total

<b>Event Total</b>	\$2,992.50
<b>- Payments</b>	\$300.00
<b>Total Due</b>	<b>\$2,692.50</b>



United Skates of America Inc  
unitedskates25@usa-skating.com | 516-795-5474

Invoice #0010252460293538149

Issue date  
Mar 22, 2023

## 7/26/23 (10am-12pm)

We appreciate your business. Socks are required for all skaters to rent our skates. No outside food or drinks will be permitted inside the facility. Final balance is due the day of the trip in either cash, credit card or organization check. \$15 includes admission & skate rental. \$5 for non-skating adults. Skate Mates are \$5 if needed.

### Customer

Glen Cove Youth Bureau - Sandra Potter  
Glen Cove Youth Bureau  
spotter@glencoveny.gov  
516-671-4600

### Invoice Details

PDF created March 29, 2023  
\$1,130.00

### Payment

Due July 26, 2023  
\$1,130.00

Items	Quantity	Price	Amount
Group Admissions Package #3	75	\$15.00	\$1,125.00
Group Admissions Non Skating Counselors	1	\$5.00	\$5.00
Subtotal			\$1,130.00

**Total Due**

**\$1,130.00**



### Pay online

To pay your invoice go to <https://gosq.me/u/wL717KxW>

Or open the camera on your mobile device and place the QR code in the camera's view.

INVOICE	#16508
SERVICE DATE	Jul 18, 2023
INVOICE DATE	Mar 22, 2023
DUE	Upon receipt

AMOUNT DUE	<b>\$1,100.00</b>
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Glen Cove Youth Bureau  
128B Glen St  
Glen Cove, NY 11542

CONTACT US

601 Rt. 206, Unit 26-505  
Hillsborough, NJ 08844

☎ (516) 669-7703  
✉ [spotter@glencoveny.gov](mailto:spotter@glencoveny.gov)

☎ (908) 334-2525  
✉ [info@talewise.com](mailto:info@talewise.com)

INVOICE

Services	qty	amount
Saving Earth Together - 10am ET - 7/18/23 @ Location TBD	1.0	\$475.00
Monster Invasion - 10am ET - 7/25/23 @ Location TBD	1.0	\$350.00
Monster Invasion - 11am ET - 7/25/23 @ Location TBD	1.0	\$275.00

<b>Total</b>	<b>\$1,100.00</b>
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REQUIREMENTS, W-9, INSURANCE & PROMO KIT: [talewise.com/resources](http://www.talewise.com/resources)



P.O. Box 466  
Jericho, NY  
11753



516-364-5408

## CONTRACT

AGREEMENT made this 16th day of March 2023, between  
**HOLLYROCK ENTERTAINMENT** (hereinafter referred to as "ARTIST") and  
City of Glen Cove (Hereinafter referred to as "Purchaser"). It is mutually  
agreed between the parties as follows: The Purchaser hereby engages the ARTIST and the  
ARTIST hereby agrees to conditions herein set forth, including those hereof entitled "Additional

**1. PLACE OF ENGAGEMENT: TO BE DETERMINED**

Exact address \_\_\_\_\_

**2. DATE (s) OF ENGAGEMENT:** TUESDAY August 1, 2023 "TIC TAC TOE" & Name That Tur

**3. HOURS OF ENGAGEMENT:** 9 AM -9:55 AM younger campers

10 AM -10:55 AM Older Campers

**4. APPROX. ARRIVAL TIME:** 8 AM \*\*INCLUDES \$100.00 Discount (using us twice)

**5 FULL PRICE AGREED UPON:** \*\*\$1,500.00 includes "TIC TAC TOE" & Name That Tune  
with referee, Master of Ceremonies, challenges & CHAMPIONSHIP SIMON SAYS

All payments shall be paid by ~~certified~~ check, money order, bank draft or cash as follows:

A. \$ 500.00 shall be paid by PURCHASER to and in the name of ARTIST  
not later than April 16, 2023

B. \$ 1,000.00 shall be paid by PURCHASER to ARTIST not later than  
August 1, 2023

**6. SPECIAL PROVISIONS:** "Tic Tac Toe" for the City of Glen Cove day camp

approximately: 300 guests Arrangements with asst director Sandra Potter

Girls vs boys for championship of the world. OR red team vs blue team.

Overtime Hour none Counselors will play too! SPotter@GlenCoveNY.gov

One signed copy must be returned to  
Hollyrock Entertainment

by: April 16, 2023

**HOLLYROCK ENTERTAINMENT**

By: [Signature]  
(PURCHASER): City of Glen Cove

Address: 9 Glen Street  
Glen Cove New York 11542

Phone: 516-671-4600

The above signatures confirm that the parties have read and approved each and all of the  
"Additional Terms and Conditions" set forth on the reverse side hereof.

Referred By 13th year at Glen Cove



P.O. Box 466  
Jericho, NY  
11753



516-364-5408

## CONTRACT

AGREEMENT made this 16th day of March 2023, between  
HOLLYROCK ENTERTAINMENT (hereinafter referred to as "ARTIST") and  
City of Glen Cove (Hereinafter referred to as "Purchaser"). It is mutually  
agreed between the parties as follows: The Purchaser hereby engages the ARTIST and the  
ARTIST hereby agrees to conditions herein set forth, including those hereof entitled "Additional

1. PLACE OF ENGAGEMENT: TO BE DETERMINED  
Exact address \_\_\_\_\_
2. DATE (s) OF ENGAGEMENT: Tuesday July 11, 2023
3. HOURS OF ENGAGEMENT: 9 AM - 9:55 AM younger campers  
10 AM - 10:55 AM Older Campers
4. APPROX. ARRIVAL TIME: 8 AM \*INCLUDES A \$50.00 DISCOUNT
- 5 FULL PRICE AGREED UPON: \$1,550.00 includes "Brain Challenge" the Live TV Game Show  
with physical challenges & CHAMPIONSHIP SIMON SAYS (TWO SHOWS)

All payments shall be paid by ~~certified~~ check, money order, bank draft or cash as follows:

- A. \$ 550.00 shall be paid by PURCHASER to and in the name of ARTIST  
not later than April 16, 2023
- B. \$ 1,000.00 shall be paid by PURCHASER to ARTIST not later than  
July 11, 2023

6. SPECIAL PROVISIONS: "Brain Challenge" for the City of Glen Cove day camp  
approximately: 300 guests Arrangements with asst director Sandra Potter  
Girls vs boys for the championship of the world. OR red team vs blue team.  
Overtime Hour none Counselors will play too! SPotter@GlenCoveNY.gov

One signed copy must be returned to  
Hollyrock Entertainment  
by: April 16, 2023

Was: Debbie Moran

HOLLYROCK ENTERTAINMENT

By: [Signature]  
(PURCHASER): City of Glen Cove

Address: 9 Glen Street  
Glen Cove New York 11542  
Phone: 516-671-4600

The above signatures confirm that the parties have read and approved each and all of the  
"Additional Terms and Conditions" set forth on the reverse side hereof.

Referred By 13th year with City of Glen Cove

Bounce! Family Entertainment  
Center  
310 Michael Drive  
Syosset, NY 11791

## INVOICE

Event #:	37,918	Phone Number:	516-671-4600
Event Type:	Camp/School Event	Fax Number:	
Event Date:	7/19/2023	Bill To:	Glen Cove Youth Bureau
Organization:	Potter, Sandra		
E-mail:	spotter@glencoveny.gov		SYOSSET, NY 11791
Jumpers:	70		

### Items Purchased

<u>Qty</u>	<u>Description</u>	<u>Amount</u>
70	120 Min Group Rate (Ult Inc)	\$2,100.00

### Payments

<u>Rec #</u>	<u>Date Paid</u>	<u>Amount</u>	<u>Description</u>
965056	3/30/2023	\$1,140.56	Credit

### Event Total

Event Total:	\$2100.00
- Payments:	\$1,140.56
Total Due:	\$959.44



Bounce! Family Entertainment  
Center  
310 Michael Drive  
Syosset, NY 11791

## INVOICE

Event #: 37,919

Phone Number: 516-671-4600

Event Type: Camp/School Event

Fax Number:

Event Date: 7/28/2023

Bill To: Glen Cove Youth Bureau

Organization: Potter, Sandra

E-mail: spotter@glencoveny.gov

SYOSSET, NY 11791

Jumpers: 150

### Items Purchased

<u>Qty</u>	<u>Description</u>	<u>Amount</u>
150	120 Min Group Rate (Ult Inc)	\$3,600.00

### Payments

<u>Rec #</u>	<u>Date Paid</u>	<u>Amount</u>	<u>Description</u>
965057	3/30/2023	\$1,955.25	Credit

### Event Total

Event Total:	\$3600.00
- Payments:	\$1,955.25
Total Due:	\$1,644.75

**CONSULTANT AGREEMENT**

6K

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor  
below according to the following terms, conditions and provisions:

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Recreation

Address: 9 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 676-3766

Program : Tai Chi

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR  
IC"

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Marvin German

Type Entity: (x) Individual ( ) Sole Proprietorship ( ) Partnership ( )  
Corporation

Address: 154 Dehnhoff Ave.

City/State/Zip: Freeport NY 11520

Telephone: 516-232-7976

Social Security or Employer Identification Number:

License Number and Expiration Date, if any: N/A

3. WORK TO BE PERFORMED AGENCY desires that IC perform and IC agrees to perform the following work: Tai Chi Classes at Morgan Memorial Park. Six weekly sessions and 2 rain dates starting May 2 through June 6 with rain dates of June 13 and June 20.2023
4. TERMS OF PAYMENT AGENCY shall pay IC according to the following terms and conditions: IC shall be paid \$ 60.00 per session for a maximum of 6 sessions for a total of \$360.00  
  
IC will invoice AGENCY at the end of the program. Invoice will be processed and paid on the next City Council warrant following the invoice date.
5. REIMBURSE-MENT OF EXPENSES AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES All equipment, tools and materials to facilitate these lessons will be supplied by the AGENCY.
7. FEDERAL, STATE AND LOCAL PAYROLL TAXES Neither Federal, not state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in, any employer pension, health, or other fringe benefit plan of the AGENCY.
9. NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES IC understands that IC is responsible to pay, according to law, IC's income taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.

10. AGENCY NOT RESPONSIBLE FOR WORKERS' COMPENSATION No workers' compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC.
11. TERM OF AGREEMENT This agreement shall become effective on May 2, 2023 and shall terminate on June 20, 2023.
12. TERMINATION WITHOUT CAUSE Without cause, either party may terminate this agreement after giving 30 days' written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.
13. TERMINATION WITH CAUSE With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:
- A. Material violation of this agreement.
  - B. Any act exposing the other party to liability to others for personal injury or property damage.
14. NON-WAIVER The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. NO AUTHORITY TO BIND CLIENT IC has no authority to enter into contracts or agreements on behalf of AGENCY. This agreement does not create a partnership between the parties.
16. DECLARATION BY INDEPENDENT CONTRACTOR IC declares that IC has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.
17. HOW NOTICES SHALL BE GIVEN Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

18. ASSIGNABILITY This agreement may not be assigned, in whole or in part, by IC without prior written approval by the City of Glen Cove's Director of Parks & Recreation, which may be withheld in the Agency's sole discretion.
19. CHOICE OF LAW In the event of any dispute hereunder, any action or proceeding which any party may commence shall be brought in the Supreme Court of the State of New York, County of Nassau, or the United States District Court, Eastern District of New York.
20. ENTIRE AGREEMENT This is the entire agreement of the parties and cannot be changed or modified orally.
21. SEVERABILITY If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
22. AMENDMENTS This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

**AGENCY:**

City of Glen Cove Parks & Recreation  
Agency Name

\_\_\_\_\_  
Signature


Mayor  
Title

\_\_\_\_\_  
Date

**INDEPENDENT CONTRACTOR (CONSULTANT)**

Firm/Individual Name: Marvin German

<u>Marvin S German Jr.</u>	<u>Consultant</u>	<u>3 /24/2023</u>
Signature	Title	Date





## CONSULTANT AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Recreation

Address: 9 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 676-3766

Program : Zumba

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR  
IC"

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Katherine Pardo

Type Entity: (x) Individual ( ) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 5 Deasy Lane Apt A

City/State/Zip: Glen Cove NY 11542

Telephone: 516-667-5047

Social Security or Employer Identification Number: 845497155

License Number and Expiration Date, if any: N/A

3. WORK TO BE PERFORMED AGENCY desires that IC perform and IC agrees to perform the following work: 6 Zumba Classes in Morgan's Park Thursday evenings from May 4 though June 8 and rain dates of June 15 and June 22 if needed.
4. TERMS OF PAYMENT AGENCY shall pay IC according to the following terms and conditions: IC shall be paid \$ 50.00 per session for a maximum of 6 sessions for a total of \$300.00  
  
IC will invoice AGENCY at the end of the program. Invoice will be processed and paid on the next City Council warrant following the invoice date.
5. REIMBURSEMENT OF EXPENSES AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES All equipment, tools and materials to facilitate these lessons will be supplied by the AGENCY.
7. FEDERAL, STATE AND LOCAL PAYROLL TAXES Neither Federal, not state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in, any employer pension, health, or other fringe benefit plan of the AGENCY.
9. NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES IC understands that IC is responsible to pay, according to law, IC's income taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.
10. AGENCY NOT RESPONSIBLE FOR WORKERS' COMPENSATION No workers' compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC.
11. TERM OF AGREEMENT This agreement shall become effective on May 4, 2023  
  
and shall terminate on June 22, 2023.
12. TERMINATION WITHOUT CAUSE Without cause, either party may terminate this agreement after giving 30 days' written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

13. **TERMINATION WITH CAUSE** With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:
- A. Material violation of this agreement.
  - B. Any act exposing the other party to liability to others for personal injury or property damage.
14. **NON-WAIVER** The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. **NO AUTHORITY TO BIND CLIENT** IC has no authority to enter into contracts or agreements on behalf of AGENCY. This agreement does not create a partnership between the parties.
16. **DECLARATION BY INDEPENDENT CONTRACTOR** IC declares that IC has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.
17. **HOW NOTICES SHALL BE GIVEN** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
18. **ASSIGNABILITY** This agreement may not be assigned, in whole or in part, by IC without prior written approval by the City of Glen Cove's Director of Parks & Recreation, which may be withheld in the Agency's sole discretion.
19. **CHOICE OF LAW** In the event of any dispute hereunder, any action or proceeding which any party may commence shall be brought in the Supreme Court of the State of New York, County of Nassau, or the United States District Court, Eastern District of New York.
20. **ENTIRE AGREEMENT** This is the entire agreement of the parties and cannot be changed or modified orally.
21. **SEVERABILITY** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
22. **AMENDMENTS** This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

**AGENCY:**

City of Glen Cove Parks & Recreation  
Agency Name

\_\_\_\_\_  
Signature

Mayor  
Title

\_\_\_\_\_  
Date

**INDEPENDENT CONTRACTOR (CONSULTANT)**

Firm/Individual Name Katherine Pardo

Katherine Pardo  
Signature

Consultant  
Title

3/24/23  
Date

## CONSULTANT AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove Recreation

Address: 9 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 676-3766

Program : Tennis

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR  
IC"

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Christopher MacDonald

Type Entity: (x) Individual ( ) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 4 Harwood Drive West

City/State/Zip: Glen Cove, NY 11542

Telephone: 516-312-5427

Social Security or Employer Identification Number: 081-70-7916

License Number and Expiration Date, if any: N/A



3. WORK TO BE PERFORMED AGENCY desires that IC perform and IC agrees to perform the following work: Tennis lessons for ages 6 – 16. Lessons to be held at Stanco Park Courts for 10 weeks, 4 afternoons x 3 classes for sessions 1 and 2 and 6 classes daily for session 3 beginning June 12 through August 18 2023.\_
4. TERMS OF PAYMENT AGENCY shall pay IC according to the following terms and conditions: IC shall be paid \$ 70.00 per hour (3 sessions per day for regular session and 6 sessions per day during full week ) for a maximum of 40 days.  
  
IC will invoice AGENCY for every session of work i.e., after each 3 week session and the one week session. Invoice will be processed and paid on the next City Council warrant following the invoice date.
5. REIMBURSEMENT OF EXPENSES AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES All equipment, tools and materials to facilitate these lessons will be supplied by the AGENCY.
7. FEDERAL, STATE AND LOCAL PAYROLL TAXES Neither Federal, not state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in, any employer pension, health, or other fringe benefit plan of the AGENCY.
9. NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES IC understands that IC is responsible to pay, according to law, IC's income taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.
10. AGENCY NOT RESPONSIBLE FOR WORKERS' COMPENSATION No workers' compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC.
11. TERM OF AGREEMENT This agreement shall become effective on June 12,2023  
  
and shall terminate on August 18, 2023.
12. TERMINATION WITHOUT CAUSE Without cause, either party may terminate this agreement after giving 30 days' written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

13. **TERMINATION WITH CAUSE** With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:
- A. Material violation of this agreement.  
B. Any act exposing the other party to liability to others for personal injury or property damage.
14. **NON-WAIVER** The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. **NO AUTHORITY TO BIND CLIENT** IC has no authority to enter into contracts or agreements on behalf of AGENCY. This agreement does not create a partnership between the parties.
16. **DECLARATION BY INDEPENDENT CONTRACTOR** IC declares that IC has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.
17. **HOW NOTICES SHALL BE GIVEN** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
18. **ASSIGNABILITY** This agreement may not be assigned, in whole or in part, by IC without prior written approval by the City of Glen Cove's Director of Parks & Recreation, which may be withheld in the Agency's sole discretion.
19. **CHOICE OF LAW** In the event of any dispute hereunder, any action or proceeding which any party may commence shall be brought in the Supreme Court of the State of New York, County of Nassau, or the United States District Court, Eastern District of New York.
20. **ENTIRE AGREEMENT** This is the entire agreement of the parties and cannot be changed or modified orally.
21. **SEVERABILITY** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
22. **AMENDMENTS** This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

**AGENCY:**

City of Glen Cove Parks & Recreation  
Agency Name

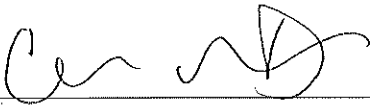
\_\_\_\_\_  
Signature

Mayor  
Title

\_\_\_\_\_  
Date

**INDEPENDENT CONTRACTOR (CONSULTANT)**

Christopher MacDonald  
Firm/Individual Name

  
Signature

Consultant  
Title

\_\_\_\_\_  
Date

## **Access Agreement**

This ACCESS AGREEMENT (“Agreement”), dated as of the \_\_\_\_ day of April, 2023, by and between Rhombus Enterprises Group Inc., a New York corporation with offices at 11 North John Street, Pearl River, N.Y. (“Contractor”) and the City of Glen Cove, a municipal corporation of the State of New York, located at 9 Glen Street, Glen Cove, New York (“City”).

### **WITNESSETH:**

WHEREAS, the Glen Cove Baseball & Softball Association, has gifted to the City an electric baseball scoreboard (“Scoreboard”) and its installation by the Contractor, to be installed at the City’s John Maccarone Memorial City Stadium (“City Stadium”) on the Roy Campanella Field (“Access Area”); and

WHEREAS, the City will permit the Contractor to install the Scoreboard at the City Stadium provided the Contractor agrees to the terms herein set forth; and

WHEREAS, the Contractor is willing to agree to the terms herein set forth respecting access to City property and the installation of the Scoreboard;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City hereby grants the Contractor the right to enter the grounds of the City Stadium at the Access Area with all the necessary equipment and personnel Contractor requires to install the Scoreboard. Contractor shall commence installation of the Scoreboard on or about April 15, 2023. Once the Scoreboard is installed, this Access Agreement shall expire.

2. Upon completion of the installation of the Scoreboard, Contractor agrees to remove all its equipment and any debris caused by the installation and will repair any damage caused to the grounds during the installation process. Knowing that the grounds are utilized for sporting events by people of all ages, Contractor agrees to restore the affected grounds to at least substantially the same condition that existed prior to the installation.

3. The City and its officers shall have no responsibility, obligation, or liability whatsoever to Contractor or its agents, employees, or subcontractors, for any occurrence on or about City property or with respect to any property of Contractor or its agents, employees, or subcontractors, including, without limitation, any loss, injury, or damage, all of such obligations or liabilities being hereby waived and released to the extent permitted by law other than as caused by the gross negligence or willful misconduct of City, its agents, employees, or contractors.



4. Contractor shall indemnify, defend, and hold harmless the City and its officers, directors, members, partners, employees, agents, affiliates, successors, mortgagees, permitted assigns, contractors, and tenants (collectively, "Indemnified Parties") from and against any and all claims suffered or incurred by Contractor or any other Indemnified Parties arising out of or in connection with: (a) any violation of, or failure to comply with, the provisions of this Agreement by Contractor; (b) performance of work associated with the installation of the Scoreboard; or (c) any other activity conducted by Grantee, its agents, employees, or contractors in connection with: (i) its access to City property; or (ii) the exercise of Contractor's rights under this Agreement. The indemnity obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this Agreement.

5. Contractor shall provide the City with a certificate of insurance naming the City as an additional insured on the policy and as the certificate holder insuring the City for no less than \$1,000,000 per occurrence.

6. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute one and the same instrument. A signed copy of this Agreement delivered by [facsimile/email] shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

Rhombus Enterprises Group Inc.

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

Print Name:

Title:

City of Glen Cove

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

Print name: Pamela Panzenbeck

Title: Mayor