

**EXCLUSIVE REPRESENTATION AGREEMENT
FOR LEASE OF, OR LICENSE TO USE MUNICIPAL PROPERTY**

THIS EXCLUSIVE REPRESENTATION AGREEMENT ("Agreement"), between Bench Strength Partners, Inc., a corporation located at 26 First Street, Pelham, NY 10803 ("BSP") and the City of Glen Cove, NY having its principal office at 9 Glen Street, Glen Cove, NY 11542 ("CLIENT").

The **CLIENT** hereby designates **BSP** as its sole representative and grants **BSP** the exclusive right to negotiate Contractual Arrangements ("CA") (as hereinafter defined) for the use of space on **CLIENT** property for the placement of cellular antennas and related equipment including the installation of small cell systems based on the terms and conditions contained herein.

1. **TERM:** The term of this Agreement commences on the date of execution based on the date of the last party to execute this Agreement (the "Effective Date"), and will end on the 5th anniversary of such date. This Agreement may not be terminated unless a party breaches the Agreement or until the second anniversary of the Effective Date. This Agreement may be terminated by **CLIENT** at any time after such second anniversary. In the event of such a termination, **BSP** shall be entitled to a fee, computed and payable in accordance with this Agreement, if the **CLIENT** concludes a new CA or modification to an existing CA for the placement of cellular antennas and related equipment within two (2) years from the date of such termination, provided that **BSP** has, during the period from the Effective Date though the date of termination of this Agreement, either earned a fee as set forth in paragraph 5, or where no fee has been earned but **BSP** has negotiated with a carrier during the period from the Effective Date though the date of termination of this Agreement and has submitted a proposed CA and/or a **CLIENT** approved Term Sheet, Heads Of Terms or a draft CA to the **CLIENT** or carrier prior to such termination of this Agreement.
2. **SCOPE of AGREEMENT:** **CLIENT** appoints **BSP** as its sole and exclusive representative for the negotiation of CAs for the usage of space on **CLIENT** property for the placement of cellular antennas and related equipment including the installation of small cell systems for all location(s) owned or managed by **CLIENT**, unless **CLIENT** excludes in writing any locations owned or managed by **CLIENT**. CAs, as used in this Agreement, means (a) leases, licenses, franchise agreements, master license agreements, lease buyouts or other agreements for the use of space on **CLIENT** property or in the Public Right of Way that falls within the legal boundaries of the **CLIENT**, for the placement of cellular antennas and related equipment including small cell systems, (b) renewals of existing leases or licenses, (c) new leases or licenses for carriers that seek new or additional space on **CLIENT** property, (d) renegotiation of existing leases or licenses should that occur outside the context of a lease or license renewal. **BSP** shall not be responsible for drafting the CA. Instead, **BSP** will work with **CLIENT** counsel and suggest model lease terms for **CLIENT**'s counsel to incorporate into the final CA, or other form of CA.
3. **BSP SERVICES:** **BSP** will provide its best efforts to negotiate CAs acceptable to **CLIENT**. All proposals prepared by **BSP**, and all offers and counter offers received by **BSP** are subject to the **CLIENT** approval. **CLIENT** is not bound to accept CAs negotiated by **BSP**. If **BSP** reasonably determines that it is necessary, in its sole and absolute discretion, to retain other experts as part of the negotiation process, **BSP** will engage such experts at its own cost.

4. **CLIENT REFERRALS:** **CLIENT** shall refer to **BSP** all inquiries and offers received by **CLIENT** regarding the lease or licenses for the usage of space on property owned or managed by **CLIENT** including property in a Public Right of Way that falls within the legal boundaries of the **CLIENT**, including any offer to buy out the revenue stream from the lease or offer to lease any **CLIENT** property for the placement of cellular antennas and related equipment including small cell systems. All negotiations for CAs will be conducted solely by **BSP** or under **BSP**'s direction, subject to **CLIENT**'s review and final approval.
5. **BSP FEES:** **CLIENT** agrees to compensate **BSP**, and **BSP** agrees to accept compensation for its services, based on the Fee Schedule included as part of this Agreement as Exhibit A. **CLIENT** and **BSP** agree that the Fee Schedule is a success fee structure, and that no fee will be earned by **BSP** unless specific economic results are achieved, all as more particularly defined on Exhibit A.
6. **PROPERTY INFORMATION:** **CLIENT** acknowledges that **BSP** is not responsible to determine whether toxic or hazardous wastes, substances, or levels of radio frequency emissions or undesirable materials or conditions currently exist or that could potentially exist in the future at all locations covered by this Agreement. **CLIENT** acknowledges that it is solely **CLIENT**'s responsibility to conduct investigations to determine the presence of such materials or conditions.
7. **INSURANCE:**
 - a. **Insurance Requirements.** **BSP** shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below:
 - i. Comprehensive General Liability with limits no less than \$2,000,000 per occurrence, and \$4,000,000 general aggregate limit, including but not limited to, bodily injury and property damage.
 - ii. Business Automobile Liability with limits no less than \$1,000,000 each occurrence including non-owned and hired automobile liability.
 - iii. Workers' Compensation Coverage in statutory amounts including Employees Liability Insurance in limits of \$1,000,000 per employee.
 - iv. Professional Liability Coverage in the amount of \$2,000,000 each claim and a \$2,000,000 aggregate limit.
 - b. Requirements for All Insurance. All insurance required in this paragraph shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of New York and with companies or underwriters satisfactory to the **CLIENT**.
 - c. Additional Insureds. The **CLIENT** shall be named as additional insured on each of the **BSP**'s policies above except the Workers' Compensation policy, as and if required by written contract.
 - d. Insurance Primary. All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by **CLIENT**, as and if required by written contract.
 - e. Insurance Certificate. Certificates showing that **BSP** is carrying the above-described insurance in the specified amounts shall be furnished to **CLIENT** prior to the execution of this Agreement, and a certificate showing continued maintenance of such insurance shall be filed with **CLIENT** during the term of this Agreement. Failure of **BSP** to provide the required certificates of insurance does not invalidate or eliminate any of the

insurance requirements contained herein or relieve **BSP** from any responsibility to carry the required types and amounts of insurance.

- f. Notices of Change or Cancellation are provided per the terms and conditions of the insurance policies in effect at the time of the change or cancellation
- g. Disclaimer. **CLIENT** does not represent or guarantee that these types or limits of coverage are adequate to protect the **BSP's** interests and liabilities. It shall be the obligation and responsibility of **BSP** to insure, as it deems prudent, its own personal property, against damage. The **CLIENT** does not have insurance coverage for **BSP's** property and **CLIENT** expressly disclaim all liability for all losses, damage and/or claims to personal possessions of **BSP**.

8. **INDEMNITY.** **BSP** shall defend, indemnify and hold **CLIENT** and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims directly resulting from the **BSP's** a) breach of this Agreement or b) its negligence or misconduct or that of its experts, agents or contractors in performing the Services hereunder or c) any claims directly arising in connection with **BSP's** employees, agents, experts or contractors, or d) the use of any materials supplied by the **BSP** to the **CLIENT** unless such material was modified by **CLIENT** and such modification is the cause of such claim. This Paragraph shall survive the termination of this Agreement for any reason. **CLIENT** has the discretion and absolute right to choose to enter or not to enter any new or modified CAs. **BSP** does not guaranty any future lease revenue amounts, as that is specifically conditioned on the terms of any CAs accepted by **CLIENT**. Accordingly, this indemnification shall not be construed to include any loss from the decline of license or lease revenue that may occur in the future.

9. **DATA, RECORDS, AND INSPECTION.**

- a. The **CLIENT** agrees that it will make available all pertinent information, data, and records under its control for **BSP** to use in the performance of this Agreement, or to assist **BSP** wherever possible to obtain such records, data, and information.
- b. Records shall be maintained by **BSP** with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after execution of a CA negotiated by **BSP**
- c. **To the extent relevant to the CLIENT's CA and not provided by the CLIENT to BSP, BSP shall furnish to the CLIENT, at their request, any of the records, data and information procured or by BSP in connection with the CLIENT's CA.**
- d. **To the extent relevant to the CLIENT's CA and not provided by the CLIENT to BSP, BSP shall ensure that at any time during normal business hours and as often as the CLIENT may deem necessary, there shall be made available to the CLIENT for examination, all its records with respect to the CLIENT's CA.**
- e. **BSP utilizes a proprietary valuation method to determine the rental amounts that it recommends to the CLIENT to seek from a Tenant under proposed new or renewal CAs. Notwithstanding any other provisions of this Agreement, CLIENT shall have no right of access under this Agreement to the specific factors considered, or weighting applied by BSP in determining the rental amounts. The process of determining such rental amounts is based on years of analysis and experience of BSP and will not be disclosed to CLIENT under any circumstances. The CLIENT may accept or reject BSP's recommended rents when the CLIENT approves the draft CA as part of BSP's negotiation process as referenced in Section 3.**

- f. BSP shall provide a detailed calculation of the BSP Fee associated with any executed CA, showing the Baseline Rent and Increased Revenue that provide the basis for such fee computation.
- g. All records provided to **BSP** by the **CLIENT** shall remain property of the **CLIENT** and shall be returned to the **CLIENT** upon the termination of this Agreement or upon request. Records procured by BSP that do not relate to **CLIENT**'s specific CA may be provided to **CLIENT** in **BSP**'s sole discretion, but **CLIENT** shall not be otherwise entitled to such data or information

10. **BSP REPRESENTATION AND WARRANTIES.**

BSP represents and warrants that:

- a. **BSP** and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. **BSP** and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the **CLIENT** and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. **BSP** has complied or will comply with all legal requirements applicable to it with respect to this Agreement. **BSP** will observe all applicable laws, regulations, ordinances and orders of the United States, State of New York and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the **BSP** is a party or by which it is bound, or result in the creation or imposition of any lien, charge, or encumbrance of any nature upon any of the property or assets of the **BSP** contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the **BSP**'s knowledge threatened against **BSP** affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the **BSP** to perform its obligations hereunder.
- f. **BSP** will not, without the prior written consent of the **CLIENT**, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.
- g. **BSP** employees are Independent Contractors to **BSP** and are not employees of the **CLIENTs** for purposes of any tax withholding requirements.

11. **OTHER BSP CLIENTS:** **BSP** believes that each location is unique and that no conflicts of interest currently exist or will arise in the future. However, it is possible that **BSP** could be engaged to represent a property owner other than **CLIENT** in the same geographic area of a location owned or managed by **CLIENT**. If that were to occur, **BSP** will notify **CLIENT** of that potential conflict and request the **CLIENT** to consent to **BSP**'s representation of such other property owner unless:

- a. the location for the other property owner is greater than 2 miles from a location owned or managed by **CLIENT** where **BSP** is negotiating a CA on such **CLIENT** location; OR

- b. the location for the other property owner is within 2 miles from a location owned or managed by **CLIENT**, but the representation agreement between **BSP** and such other property owner is executed after **CLIENT**'s CA for **CLIENT**'s location has been executed, and provided further that the CA for such other property owner is not scheduled to expire within 12 months of a future lease expiration on a location owned or managed by **CLIENT**.

BSP and **CLIENT** agree that situations covered by subparagraphs (a) and (b) within this section 11 are deemed not to present a conflict of interest.

BSP also agrees that it will not accept representation of another property owner within 2 miles of any of the locations owned or managed by **CLIENT**, without consent of **CLIENT**, until any negotiation of **CLIENT**'S CAs which are then ongoing for renewal or modification has been concluded as evidenced by a new CA or modification of an existing CA.

12. **AUTHORITY:** **CLIENT** represents to **BSP** that it has the authority to enter and sign this Agreement. The individuals signing this Agreement represent that they are authorized signatories of **CLIENT**.
13. **PROFESSIONAL ADVICE:** **BSP** recommends that **CLIENT** obtain legal, tax, or other professional advice relating to this Agreement and the CAs that may result from services rendered pursuant to this Agreement.
14. **SURVIVAL:** This Agreement is binding upon the parties hereto and their respective successors and assigns.
15. **MISCELLANEOUS:** Unless the context clearly indicates the contrary, words in this Agreement used in this singular number shall include the plural number and words in this Agreement used in the plural number shall indicate the singular number. This Agreement shall be governed by the laws of the State of New York, without giving effect to said State's principles of conflicts of law.
16. **ENTIRE AGREEMENT:** This Agreement including Exhibit A constitutes the entire Agreement between **CLIENT** and **BSP** and supersedes all prior discussions. No modification of this Agreement will be effective unless made in writing and signed by both **CLIENT** and **BSP**. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective parties thereto.



MUNICIPAL CELL TOWER LEASE EXPERTS

17. **NOTICES:** Notices to **CLIENT** and **BSP** shall be delivered to the addresses noted below.

Bench Strength Partners, Inc.
26 First Street
P. O. Box 8581
Pelham, NY 10803

CLIENT ADDRESS.

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

BENCH STRENGTH PARTNERS, INC.

CITY OF GLEN COVE, NY

BY: Francis P. Clerkin

BY: _____

Name: Francis P. Clerkin

Name: _____

Title: Partner

Title: _____

Date: 10/23/2023

Date: _____

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EXHIBIT A – FEE SCHEDULE

This Exhibit A to the Agreement between **CLIENT** and “**BSP**” describes the conditions upon which a fee will be earned by **BSP** and the terms concerning the timing of payment of such fee.

1. **FEE SCHEDULE:** **BSP** shall earn a fee for providing the services described in the Agreement, but only if such services result in an executed CA between **CLIENT** and a carrier or other user of **CLIENT** property (“Tenant”). Fees are earned only on the Increased Revenues from said CA to be paid to **CLIENT** by Tenant: (a) over the Term of the new CA or (b) the term of the CA amendment or (c) the remaining term of an existing CA, the financial terms of which have been modified, or (d) on the value or increased value of any provisions including holdover terms, as the case may be. The Term of the new CA or the CA amendment is the initial fixed term as defined in the CA or the CA amendment. Renewal options or extensions of the new CA are discussed in paragraph 2 below. The “Increased Revenue” is defined as the total rent or any fee scheduled to be paid over the Term of the new CA or amended CA plus any additional monetary enhancements discussed in paragraph 6 below, minus the Baseline Rent, defined as the product of (i) the annual rental (or license fee) in effect at the conclusion of the existing CA or the amount of such annual rent scheduled to be paid in the current year in the case of an amendment and (ii) the term, in years, of the new CA, or the remaining years of an amended CA. The Fee Percentages applied to the Increased Revenue shall be those on the schedule below. The Fee Percentages within each range of Increased Revenue shall be applicable only to the Increased Revenue within that range of percentage increases.

Increased Revenue		BSP Fee
From	Up To	Percentage
0%	20%	0%
20.01%	30%	15%
30.01%	40%	20%
40.01%	50%	25%
50.01%	or above	30%

For example, if a new CA was executed and the Increased Revenue was 20% more than the Baseline Rent, no fee would be earned. If the Increased Revenue were 35% more than the Baseline Rent, the fee earned by **BSP** would be the sum of (i) the **BSP** Fee Percentage (20%) applied to the Increased Revenue between 30% and 40%, plus (ii) the **BSP** Fee Percentage (15%) applied to the Increased Revenue between 20% and 30%.

2. **RENEWAL OPTIONS:** If the new CA contains options to renew for additional terms, **BSP** shall earn a fee for such renewal terms and such fee will be computed in accordance with paragraph 1 above, as if the renewal term was a part of the original fixed term. However,

such fee shall only be earned upon exercise of such renewal, and will be payable to **BSP** according to the payment provisions in paragraph 8. **CLIENT** agrees to notify **BSP** of any decision by a Tenant to exercise a renewal option.

3. **REPLACEMENT TENANTS:** In the event that **BSP** negotiates a CA with a new Tenant and such Tenant replaces the space leased by an existing Tenant that elects not to renew their CA, **BSP** shall earn a fee on the CA with the Replacement Tenant on the same terms as described in paragraph 1 above, and in such event the Baseline Revenue shall be based on the revenue of the Tenant that is being replaced by the new Tenant.
4. **ADDITIONAL TENANTS:** (a) In the event that **BSP** negotiates an CA with a Tenant not currently leasing space on a particular **CLIENT** property or is on the **CLIENT** property but not currently paying any rents and such Tenant is in addition to and not in replacement of an existing Tenant, **BSP** shall earn a fee for negotiating such CA based on the same terms as described in paragraph 1, and in such event the Baseline Rents shall be based on the average of the annual revenues ("Average Annual Revenue") then in effect for all other similar CAs at the subject location for the year immediately preceding the commencement of the CA for the new tenant. Similar CAs being defined as either small cell site installations or macro locations which would include a base equipment station. Any CAs then in effect that have been amended, or entered into as a result of the services provided by **BSP** pursuant to this Agreement, shall be ignored and the annual revenues of CAs in effect at the specific location prior to CAs resulting from services provided by **BSP** shall be used in calculating such Average Annual Revenue. (b) In the event **BSP** is asked by **CLIENT** to negotiate a new CA with a Tenant at a location now owned or managed by **CLIENT** but which does not have any similar CAs at the subject location, as of the Effective Date, **BSP** shall earn a fee for negotiating such CA based on the same terms as described in paragraph 1, and in such event the Baseline Revenue shall be based on the average of the annual revenues ("Average Annual Revenue") then in effect for all other similar CAs, which are producing revenues at any of the other locations owned or managed by **CLIENT** as of the Effective Date for the year immediately preceding calendar year prior to the commencement of the CA for the new tenant except that any CAs then in effect that have been amended, or entered into as a result of the services provided by **BSP** pursuant to this Agreement shall be ignored and the annual revenue of CAs in effect at the specific location prior to CAs resulting from services provided by **BSP** shall be used in calculating such Average Annual Revenue. (c) In the event **CLIENT** does not currently have any similar CAs nor has **CLIENT** had any CAs in the previous 3 years then the Baseline Revenue shall be based upon the average of CAs in the **BSP** database within a 5 mile radius of the site of the new CA. The radius of the new site will be increased in 5 mile radius increments until at least a total of 6 CAs are obtained. Any CAs then in effect that have been amended or entered into as a result of the services provided by **BSP** shall be excluded from this average computation. If the **BSP** database contains no CA as the radius is expanded up to 25 miles then **BSP** will proceed to obtain such CAs from municipalities within such area and upon obtaining a total of 6 CAs, **BSP** will use those CAs average as the Baseline Revenue.

5. **CANCELLATION CLAUSES:** In the event that **CLIENT** has the right to cancel a CA at a time subsequent to the execution of the CA, **BSP** shall be paid a fee for the entire CA term (excluding renewal options) as though such right to cancel did not exist.
6. **ENHANCED REVENUE:** In calculating the fees pursuant to paragraph 1 above, the Increased Revenue shall include all incremental revenue and expense reimbursements to which **CLIENT** is entitled that either stems from CA provisions that were not present in the existing CA, or relate to Increased Revenue and expense reimbursements terms for CA provisions that were present in the existing CA. Increased Revenue shall also include the value of any assets, the title to which is transferred to **CLIENT** as a result of the terms negotiated by **BSP**. The value of such assets shall be based on replacement cost for such asset at the time of the transfer, less depreciation based on the age of such asset using a straight line method of depreciation and a 40 year useful life. ("Replacement Cost New, Less Depreciation" method or "RCNLD").
7. **LEASE AUDIT FEE:** In the case that **BSP's** review of the CA terms and the payment history under such CA terms determines that there are unpaid or underpaid rents or fees due to the **CLIENT**, which have not been paid in the previous 3 months **BSP** shall be entitled to 25% of all such unpaid or underpaid rents, including any interest due thereon, which **BSP** collects on behalf of the **CLIENT**. The payment for such collections will not be considered as Increased Revenue, as defined in section 1 of this agreement and the 25% fee will be paid within 30 days of the receipt of the past due payments to the **CLIENT**.
8. **TIME OF PAYMENT:** Fees earned by **BSP** pursuant to this Agreement shall be earned upon execution of the CA or CA amendment, or upon exercise of any renewal options. In the case of a new CA, CA amendment or CA renewal, **CLIENT** shall pay **BSP** its fee by allocating seventy five percent (75%) of the Increased Revenues scheduled to be received by **CLIENT** under the CA until the fee computed pursuant to paragraph 1 has been fully paid. The first such payment shall be made within 30 days of the receipt of the amounts paid pursuant to the terms of the new CA or CA amendment. Additional payments shall be made to **BSP** within 30 days of receipt of any of the Increased Revenues until the total fee earned by **BSP** has been paid. In the case of a renewal option, such fee shall be paid in the same manner as a new CA or CA renewal described above. Any payment made past the due date will bear interest from the date due to the date of actual payment at ten percent (10%) per annum.
9. **ACCELERATION:** In the event that **CLIENT** enters into a transaction to assign the CA or the cash flows stemming from the CA to a third party, any remaining fee then due to **BSP** shall be accelerated and paid in full as of the effective date of any such assignment. If such payments include renewal periods, which have not yet been exercised, but which are included in the transaction for the sale of such rights, then the **BSP** fee due for such renewal will also be due as of the effective date of any such assignment.



June 14, 2023

City of Glen Cove EMS
10 Glen Cove Ave
Glen Cove, NY 11791
Attn: Christopher DeMetropolis

Dear Mr. DeMetropolis,

Enclosed is a complete breakdown of the specifications for the new 2024 AEV TraumaHawk F450 Type 1 - 148" ambulance you are interested in. This quote is based on the most recent 2019 Ambulances you purchased from us with the 2024 F450 4x4 Diesel chassis. The lettering and striping and paintwork are included to match your current ambulances.

Total Net Price - 2024 TraumaHawk Ford F450 Type 1	\$236,652.00
2024 Ford F450 169" WB 4x4 Gas Chassis (Chassis Only - Estimated)	59,517.00
HGAC Processing Fee	1,000.00
Ford Fleet Discount	-1,000.00
Special Repeat Customer Discount	<u>-3,000.00</u>
Total Price - Delivered (Before Trade In)	\$293,169.00

This proposal should be reviewed carefully and we should go over everything when you are ready. Delivery is included to The Glen Cove EMS and excludes all Federal, State and Local taxes. The actual delivery time would be roughly 18 to 24 months from when the order is approved and signed off on by GCEMS.

1. *Currently, the Ford 2023 order banks for F-Series chassis are closed and Ford has not published 2024 pricing yet. The chassis price listed above is based on 2023 with a 12% increase.
2. When Ford publishes the 2024 pricing, we will notify Glen Cove EMS, in writing, the exact chassis price and the GPC discount amount. We will adjust the chassis price accordingly and the difference will be reflected in the final invoice price at delivery.

Keep in mind that all chassis lead times are very long right now and keep changing so we cannot estimate the actual lead time at this point. As more information becomes available, we will keep you advised.

Currently all chassis manufacturers are presenting a challenge with availability, we are probably looking at about 24 Months for delivery, all due to the chassis.

This AEV Ambulance model was competitively bid and awarded to AEV/Specialty Vehicles as part of the HGAC Coop municipal purchasing program which is approved in NY State. This is available for you to purchase using the HGACbuy.org website. Specialty



Vehicles is an authorized contractor under AEV for HGAC and we can provide you with all the details if interested.

Once the chassis arrives it will take approximately another 6-8 months to complete the ambulance. So overall the build time for a new ambulance from start to finish is estimated to be around 18-24 months. AEV has opened up an additional production line and we believe the lead times will improve.

You indicated that you want to purchase this vehicle on the HGAC coop bid program. The price for this vehicle under the HGAC contract is the amount listed above after trade in. Once we receive the purchase order, we will process the HGAC paperwork and submit it. The purchase order should be made out to Specialty Hearse & Ambulance Sales dba Specialty Vehicles, we are listed as a contractor under American Emergency Vehicles.

Specialty Vehicles is the Exclusive NY dealership for AEV Ambulance for sales, parts, and service. Specialty has the financial strength and the experience to service you properly, along with a long history of satisfied customers. We have a proven track record, will continue to provide you with full service throughout the life of your vehicles.

Specialty Vehicles has been a leader in the Emergency Vehicle Sales and Service Business for 90 years making Specialty the oldest ambulance dealership in NY.

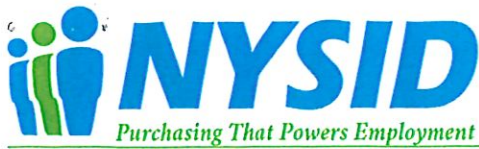
AEV Ambulance is a High-Quality ambulance manufacturer, and careful attention is paid to every construction detail to provide you with the finest built ambulance on the market today. They employ the most current equipment which allows them to build with high precision and repeatability and maintain consistent level of quality.

AEV offers many terrific features, will customize their designs to meet your specific needs and has some of the best warranties in the industry. AEV offers the highest quality modular body in the industry with a state of the art, seamless, modular body making it the strongest design available.

I am available at 516-349-7700 during regular business hours or by cell at 516-721-1134 to answer any questions. I look forward to working with East Norwich FD on this project. We appreciate your business. Thanks again.

Sincerely,

Robert F. O'Neill
Vice President
Specialty Ambulance Sales



CORPORATE OFFICES:

11 Columbia Circle Drive, Albany, NY 12203
Phone: (518) 463-9706 Fax: (518) 463-9708

6F

June 23, 2023

Mr. J. Scott Grupp
Building Director
City of Glen Cove
City Hall
9 Glen Street
Glen Cove NY 11542

Dear Mr. Grupp,

Thank you for allowing NYSID, via a partnership with Seery Systems Group, Inc. (Seery Systems) and Abilities, Inc., the opportunity to provide the City of Glen Cove Building Department with the following proposal.

I appreciate the time that you spent with Rich Seery to discuss the Building Department Permit Files Scanning project.

If you are ready to move forward with this project, you simply need to issue a Purchase Order to NYSID. You can issue the P.O. to my attention via e-mail at kcox@nysid.org and I will ensure its timely processing.

If you should have any questions or concerns, please feel free to contact Rich Seery or myself.

Thank You,

Katie Cox

Account Representative – Long Island – Metro NY

NYSID/ New York State Industries for the Disabled, Inc

352 Seventh Avenue, Suite 201

New York, NY 10001

Mobile: (631) 739-7000

E-mail KCox@nysid.org

Internet: www.nysid.org

Our Mission is to provide employment for New Yorkers with Disabilities

Project Overview

During our conversation you said the City of Glen Cove has approximately 1,100 Building Department Permit Files that you are interested in having scanned. We surveyed the files and estimate you have 360 inches of files stored in nine (9) drawers and ten (10) standard archive boxes (15" x 12" x 10")

All files will need to be indexed. You said you would want each file indexed by the following fields:

- Section/Block/Lot

All the Building Permit Files contain various size business documents from index cards size up to 8.5" x 14" as well as Large Format Engineering Plans.

Seery Systems will provide Quality Control on the scanned images. We do this during the scanning process where we view each image being scanned and then after scanning, we again review the images in our Digitech Capture Software QC Module.

Section I – Document Conversion Services

Project Overview and Scope

The City of Glen Cove said they have the following Building Department Permit Files which they would like to have scanned and indexed. We surveyed the records and estimate the following volumes of work:

I. Building Permit Files in Office area include the following:

- Nine (9) lateral drawers and ten (10) boxes of Permit Files
- 1,000 Permit Files
- 26,000 Business Documents
- 9,700 Large Format Plans (Folded within Permit files)
- 1,000 Photos
- 3,000 Large Format Roll Plans (approx. 50 sets of Roll Plans)

Conversion Procedures for Scanning Permit Files

- Seery Systems will provide the boxes for the file drawers and pack up the Building Property Permit Files from the City of Glen Cove.
- Seery Systems will transport the Building Permit Files to our facility in Garden City Park.
- Seery Systems will create an inventory list of all files in each box and provide that list to the City of Glen Cove Building Department.
- Seery Systems will index the Building Permit File Folders by the Section, Block and Lot found on the front of each file folder or first page of a file.

- Seery Systems will create a Barcode Separator Cover Sheet for each Building Permit we identify in the front of each folder as described above. If there is a Large Format Plan in the file Seery Systems will create another Barcode Separator Cover Sheet.
- Seery Systems will prepare the documents for scanning which includes pulling all staples, paperclips, taping torn documents and unfolding documents so they are flat and ready to be scanned. These files will require quite a bit of preparation. The Large Format Maps are presently all folded within each folder and need to be unfolded and laid flat for a while before scanning.
- Seery Systems will scan the Building Permit documents. The 8.5"x11" up to 8.5"x14" documents will be scanned on a standard document scanner while the Large Format Plans (B thru E size) up to 34" x44" will be scanned on a Large Format Engineering Scanner.
- If any of the files contain both regular size documents and Large Format Plans after both sets of documents (regular size and plans) are scanned they will be merged back together and delivered back as one digital file.
- Seery Systems will scan all documents at 300 DPI & will provide the best possible image for each page.
- Upon completion of the scanning process, a final quality control check will be performed. All images will be reviewed for image quality. Any problems discovered with image quality will be corrected other than those affected by the quality of the original document.
- Seery Systems will create a PDF/A file for each of the original files. These files will be named by the Section / Block / Lot Number.
- Seery Systems will output and deliver the images back on a hard drive to the City of Glen Cove.
- Seery Systems will output the PDF files onto a hard drive and deliver the hard drive as well as the boxes of files back to the City of Glen Cove Building Department.

Section II - Document Conversion Costs

Building Department Permit Files

• 12,010 Business document images scanned & indexed at \$.145 per image	\$ 1,741.45
• 6,263 Large Format Plans scanned & indexed at \$3.10 per image	\$19,415.30
• 499 Color Photos scanned & indexed at \$.5175 each	\$ 258.23
• (2) Pickup and Deliveries at \$285.00 each	\$ 570.00
• Images loaded onto a Hard Drive	<u>\$ 265.00</u>
Estimated Total	\$22,249.98

Important Note 1: The above volume of work is very difficult to estimate because they are Building Department Files which contain both standard size business documents as well as many different sized Large Format Plans. Depending on the size of a plan they can be folded up multiple times and could take up the space of 8, 16 or 32 regular size documents based on how many times they are folded.

The above volumes of work to be scanned are only an ESTIMATE. Actual number of images scanned and files indexed will be billed.

INTERLOCAL AGREEMENT
Region 8 Education Service Center

CITY OF GLEN COVE
PUBLIC ENTITY (TIPS MEMBER)

66
Control Number (TIPS will Assign)

and

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
Region 8 Texas County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations. Region 8 Education Service Center is an Education Service Center which is defined as a "political subdivision" in Texas Education Code 8.009 and falls under the definition of "Unit of State Government" in Chapter 2260 of the Texas Government Code.¹ Pursuant to Section 791 of the Texas Government Code (The Interlocal Cooperation Act) to increase the efficiency and effectiveness of local governments, Region 8 Education Service Center may enter into an interlocal agreement with any political subdivision or local government of this state or any other state to provide purchasing functions and services.²

Vision:

TIPS will continue to become the premier purchasing cooperative in North America through the qualifying and procurement of quality vendors and through serving all public entities and qualifying non-profits.

Purpose:

The purpose of this Agreement shall be to improve procurement process efficiencies and assist in achieving best value for the participating public entities through cooperative purchasing.

Duration:

This Agreement is effective immediately and shall be in effect for one (1) year and automatically renews for an additional year annually. The Agreement may be terminated without cause immediately if the public entity Member provides written notice of termination to Region 8 Education Service Center or if Region 8 Education Service Center provides the public entity Member Sixty (60) days prior written notice of termination.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a program known as The Interlocal Purchasing System ("TIPS") Program.

Role of the TIPS Purchasing Cooperative:

- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Solicitation Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.

¹ Tex. Edu. Code Sec. 8.009; Tex. Gov. Code Sec. 2260.001.

² Tex. Gov. Code Chapter 791, The Interlocal Cooperation Act.

- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors as the method of financing this undertaking and supporting the operational costs of TIPS.

Role of the Public Entity:

- Commit to participate in the program by an authorized signature on membership forms.
- Designate and keep current a Primary Contact and Secondary Contact for entity.
- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.
- Report all TIPS purchases to TIPS through TIPS authorized methods.
- Determine when a TIPS purchase is legal and appropriate under Federal, State, and Local law and policy before proceeding with a TIPS purchase.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

No joint agency or joint real property ownership is created by this Agreement.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

The Parties agree that the Public Entity TIPS Member is solely responsible for identifying when utilization of a TIPS Contract for procurement is legal and appropriate under Federal, State, and Local law and policy. TIPS

contracts are available for TIPS Member use when the TIPS Member determines that such a procurement is appropriate and legal. TIPS cannot and does not analyze TIPS Member procurements for legality. The Parties agree that TIPS shall not be responsible or liable for any claims, challenges, audit findings, legal holdings, or damages resulting from the TIPS Member's decision to utilize a TIPS Contract when it is not appropriate to do so under the laws and policies applicable to the purchase.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to entities as outlined above through awarded vendor agreements procured by public solicitation in accordance with applicable Texas statutes.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective state.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Membership Entity-

Region 8 Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: Executive Director, Texas Region 8 ESC

Date _____

Date _____

Public Entity Contact Information

YELENA QUILES
Primary Purchasing Person's Name

yquiles@glencoreny.gov
Primary Person's Email Address

9 Glen Street
Entity Address

Glen Cove NY 11542
City State Zip

JENNA BELFIORE
Secondary Person's Name

JBelfiore@glencoreny.gov
Secondary Person's Email Address

(516) 676-2000
Entity Phone Number

(516) 320-7807
Entity Fax Number



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

BUDGET AMENDMENT

6I

Department: various

BUDGET YEAR 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A4540-42770	EMS MISCELLANEOUS REVENUE	\$3,000	
A4540-52250	VEHICLE		\$3,000
A3310-42770	AUX MISCELLANEOUS REVENUE	\$3,000	
A3310 -54325	GENERAL SUPPLIES		\$3,000
A3120-42770	PD MISCELLANEOUS REVENUE	\$3,000	
A3120-55443	TECHNICAL SERVICES		\$3,000
A3410-42770	FD MISCELLANEOUS REVENUE	\$3,000	
A3410-52230	EQUIPMENT REPLACEMENT		\$3,000
A5720-42770	HP MISCELLANEOUS REVENUE	\$3,000	
A5720-52230	EQUIPMENT REPLACEMENT		\$3,000

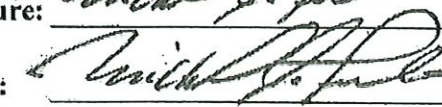
Reason for Amendment:

ALLOCATION TO VARIOUS FIRST RESPONDER DEPARTMENTS
OF DONATION RECEIVED FROM FIRST CITY PROJECT

Department Head Signature: 

Date:

10/23/23

City Controller Approval: 

Date:

10/23/23

City Council Approval-Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

GCF-1 (8/19)

DEPARTMENT: Fire

BUDGET YEAR: 2023

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3410-51120	Hourly Rate	—	*7,778.00
A3410-55855	Uniform	*2,000	—
A3410-52230	Equipment Replacement	*5,778.00	

Reason for Transfer: TO cover more outstanding bills.

Department Head Signature: [Signature]

Date: 11/6/2023

City Controller Approval: [Signature]

Date: 11/9/23

City Council Approval – Resolution Number: _____

Date: _____



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BAINBRIDGE
BINGHAMTON
CORTLAND
HANCOCK
ITHACA
MONTROSE
OWEGO
WALTON

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(877) COUGHLIN
Fax: (607) 723-1530
Email: mconrow@cglawoffices.com

October 27, 2023

VIA EMAIL - THENDERSON@GLENCOVENY.GOV
AND FIRST CLASS MAIL

Tip Henderson, Esq.
City Attorney
Glen Cove City Hall
9 Glen Street, Office 304
Glen Cove, NY 11542

Re: Representation of the City of Glen Cove
Nardone v. City of Glen Cove
Our File No. 34336-0007

Dear Mr. Henderson:

This will confirm and thank you for your request that this firm represent the City of Glen Cove (hereinafter, "the City") in the above-referenced matters. We are pleased to have this opportunity to assist the City, and we want to acquaint the City with our manner of handling your case.

Scope of Representation

Our representation of the City is in connection with the above-referenced matter as assigned by the City, unless we otherwise agree in writing. The services we will provide include handling the General Municipal Law Section 207-c claim, attend any hearings, filing any appropriate Court papers, including motions and answers, appearing at any court proceedings, handling any appeals, and providing other assistance as deemed appropriate.

Firm Representation

While I will be primarily responsible for the City's cases, other lawyers in the firm may, from time to time, be involved in handling cases as necessary, including Lars Mead and Angelo Catalano. Should I or Lars be unavailable when the City calls, please feel free to refer any questions to my assistant, Katherine Trumbach. If she is unable to answer any immediate concern, I will be in touch with you as quickly as possible.

Cooperation

We will need the City's cooperation in the preparation and defense of these matters. This may include providing documents and access to Department records, rules and regulations. We will endeavor to coordinate this with the City's schedule in order to make this as little an imposition as possible. However, this cannot always be done, and we will appreciate your cooperation in this regard.

Billing Basis

The billing will be done on an hourly basis and submitted monthly for payment. Unless we agree otherwise, payment will be due 30 days after receipt of our bill. If the City has questions about our billing rate or method, please feel free to discuss this matter early in our representation of the City. We are not able to advance monies on behalf of our clients, and we will try to anticipate such expenses. If we do advance any monies for expenses and fees on the City's behalf, such as filing fees, transcript costs, long-distance telephone calls, travel and photocopying, we will expect the City to promptly reimburse us upon billing.

Billing Rates

Prior to commencement of legal work, we will require no retainer. The legal services rendered to the City in this case will be based on a rate of Partner and Of Counsel \$295 per hour; Senior Associate \$265 - \$245 per hour based upon experience; and Paralegal/Legal Assistants \$200 per hour. Attorney fees may be written up or down depending on the expertise required of the attorney providing services. These rates may be modified over time, but we will of course inform the City immediately if our rates should increase. The rates for the City shall remain unchanged through December 31, 2024. Our statements to the City will reflect the rates in effect at the time of billing. Statements for legal services and expenses will be forwarded to the City on a monthly basis unless the City prefers otherwise.

Notice of Arbitration

Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York State, in the event of a fee dispute, the City does have the right to demand arbitration against us in an effort to resolve such fee dispute. In the unlikely event that a fee dispute arises, and the City notifies us of their intention to arbitrate, at the City's request we will provide you with the appropriate forms to file to implement your right to arbitrate.

Travel Time

In the event any travel is required on the City's behalf, such time will be charged at the hourly rate of \$200, plus mileage and travel expenses, if applicable. Mileage will be billed at the federal reimbursement rate and travel expenses include, but are not limited to; tolls, parking fees, and hotel accommodations. Any significant travel expenses outside those listed will be cleared with the City prior to incurring any such costs.

Efforts on Your Behalf

We will strive to complete the City's work as expeditiously as possible and at a fair and reasonable cost to the City. We do represent other clients, and there will be times when we will be giving the City's work priority over others. But the converse is true, and we trust that the City will understand if reasonable delays occur in completion of work.


Termination

The City shall, at all times, have the right to terminate our services upon written notice to that effect. We shall, subject to applicable court requirements with respect to withdrawal, have the right to terminate our services upon reasonable written notice.

If the City has any questions about these terms, please let me know. Otherwise, if they are acceptable to the City, I would appreciate the City's signing both duplicate copies of this Agreement, and returning one to me in the enclosed self-addressed, stamped envelope.

We appreciate the opportunity to be of assistance to the City of Glen Cove and look forward to working with you in this matter.

Very truly yours,
COUGHLIN & GERHART, LLP


Mary Louise Conrow, Esq.
Of Counsel

MLC:kmt
Enclosures

I AGREE TO THE TERMS OF REPRESENTATION
AND ENGAGEMENT AS OUTLINED ABOVE.

CITY OF GLEN COVE

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____

Dated: _____

**2023 FEE POLICIES OF
COUGHLIN & GERHART, LLP**

Determination of Fees - Amount

Our fees for services as your attorneys are determined by the education, experience, and licensing required by the task we are engaged to undertake and by the time we expend on the matter. We also consider such other factors as:

- 1) Exclusivity: Will your matter prohibit us from being retained by others due to present or future potential conflicts of interest?
- 2) Time constraints: Is your matter of an urgent (or emergency) nature which will require us to place your matter before other already-pending matters?
- 3) The amount at risk, the effort required, the responsibility of the Firm, and the result anticipated and achieved.
- 4) Our prior relationship.

Charges are adjusted from standard hourly rates to consider any of the foregoing. You will be requested to execute a written Representation Agreement reflecting our fee arrangement and acknowledging your understanding of and agreement to our fee policies.

Hourly Billing Rates

Our hourly billing rates reflect the value of the experience and skill of the individuals performing the work. In an effort to maintain reasonable fees, it is our commitment to delegate work whenever appropriate to the person with the lowest hourly billing rate capable of performing it. Non-licensed personnel, including paralegals and legal interns, are trained to work within the limits of their legal authority and specialty areas, and to refer appropriate inquiries to attorneys.

Our Firm has invested its resources in the creation of legal systems and state-of-the art automated equipment necessary to implement them so that attorney and paralegal time in the delivery of legal services is minimized. When automated systems are used in the preparation of legal documents, there is an hourly charge as listed below.

<u>TITLE</u>	<u>HOURLY RATE</u>
Partner	\$295
Associate	\$245 - \$265
Paralegal	\$200
Of Counsel	\$295
Travel	\$200

Legal services for which charges are made may include court appearances, telephone and office conferences (including staff conferences between attorneys and/or paralegals and legal assistants when work is being delegated), legal research, document preparation, correspondence, and travel to and from conferences and court appearances. All time spent on your matter is entered on our records

2023 FEE POLICIES OF COUGHLIN & GERHART, LLP

and is reflected in monthly statements. In most instances, your bill will itemize the date the service was performed. Billing will be made in tenths-of-an-hour installments or greater. This policy reflects our experience that even telephone consultations of shorter than 10 minutes' duration require the attorney to disengage himself or herself from the tasks at hand, receive the information and/or resolve the problem posed by the telephone party, document the exchange for the file, and return to the task at hand.

Disbursements or Expenses

Separate from our charges for legal services are applicable expenses and disbursements of funds made by us on your behalf. Expenses including experts' and consultants' fees, service of process fees, filing fees, court costs, court reporter charges, certified copies of documents, photocopies, messenger charges, long-distance telephone charges, computerized legal research charges and charges of other attorneys retained to assist in the handling of your matter, together with other out-of-pocket expenses. These charges are billed to you at our cost, and whenever possible, in advance of incurring the expense. Copies of bills will be provided upon your request.

Contingent Fees

In cases where fees are contingent upon the successful accomplishment (by settlement or litigation) of your matter, a specific written contingent fee arrangement will be made with you. The agreement will set forth the precise method by which the fee is to be determined and how expenses will be handled.

Fee Estimates

It is our policy for the attorney to discuss the matter of fees and expenses at the first available opportunity so that clients will have a clear understanding of their entire financial obligation.

Monthly Billing Policy

Generally, you will be billed each month in which we have expended time or expense on your behalf. The amount is due and payable within 30 days of receipt of the billing.

Questions About Billing

If you wish to ask about your bill or about the legal services which have been rendered, please call our office when you receive your statement. IF NO COMMENT ABOUT THE BILL IS RECEIVED WITHIN 30 DAYS OF THE STATEMENT DATE, WE SHALL ASSUME THAT YOU HAVE REVIEWED THE BILL AND FIND IT ACCEPTABLE.

Thank you for your cooperation and for the opportunity to provide legal services to you at this time. We appreciate your demonstration of confidence in us by engaging the services of Coughlin & Gerhart, LLP.