	PROPOSED
2023 RATES AND FEES	2024 RATES
PERMITS FEES*	
Resident - \$95.00	
Resident Annual - \$ 1,400.00, Includes Greens Fees for Weekday, Weekend and Holidays	\$1,500.00
Resident Weekday Annual – \$1,000.00, Includes Greens Fees for Weekday play Tuesday thru Friday	\$1,100.00
Resident Senior/Junior - \$60.00 - Senior – Must be 65 years old prior to January 1st of the permit year.	
Junior – Must be under 18 years of age prior to January 1st of the permit year.	
Resident Senior/Junior Annual - \$1,120.00, Includes Greens Fees for Weekday, Weekends and Holidays	\$1,220.00
Resident Senior/Junior Weekday Annual - \$800.00, Includes Greens Fees for Weekday play Tuesday thru Friday	\$900.00
Non -Resident - \$495.00 ( \$395.00 After July 4th weekend)*	
Non – Resident – Weekday, Tuesday to Friday - \$250.00 (\$195.00 after July 4տ weekend) *	
Non- Resident Annual - \$2,200.00, Includes Greens Fees for golf, Weekday, Weekend and Holidays	\$2,300.00
Non-Resident Weekday Annual – \$1,800.00, Includes Greens Fees for Weekday Golf Tuesday thru Friday except holidays	\$1,900.00
Non-Resident Business/Property Owner – \$275.00	
*All Permits Expire on December 31st of the year they were purchased. 516 – 676-0550 109 Lattingtown Rd, Glen Cove NY 11542 glencovegolfclub.com	
GREEN FEES	
Member Rates – \$27.00, 18 Holes Weekday	\$28.00
\$33.00, 18 Holes Weekend	\$35.00
\$20.00, 9 Holes Weekday	\$21.00
\$23.00, 9 Holes Weekend (9 hole play commences after 2:00 PM on weekends).	\$25.00
Resident Sr./Jr. Member Rates – \$21.00, 18 Holes Weekday	\$22.00
\$16.00, 9 Holes Weekday	\$17.00
Guests Rates - \$44.00, 18 Holes Weekday	\$45.00
\$54.00, 18 Holes Weekend	\$56.00
\$29.00 9 Holes Weekday	\$30.00
\$34.00 9 Holes Weekend (9-hole play commences after 2:00 PM on weekends).	\$36.00
Reserved Tee Time - \$5.00 per golfer. Members may reserve tee times up to five days in advance, by	
calling 516-676-0550 between the hours of 4:00 p.m. 6:00 p.m.	12
GLEN COVE GOLF CLUB'S 2023 RATES AND FEES	
GOLF CARTS:	
FULL CART RATES (TWO GOLFERS)	
Member - \$32.00, 18 Holes Weekday	\$34.00
\$36.00, 18 Holes Weekend	\$38.00
\$22.00, 9 Holes Weekday	\$24.00
\$24.00, 9 Holes Weekend (9 hole play commences after 2:00 PM on weekends).	\$26.00
Resident Senior Member - \$26.00, 18 Holes Weekday	\$28.00
\$36.00, 18 Holes Weekend	\$38.00
\$16.00, 9 Holes Weekday	\$18.00
\$24.00, 9 Holes Weekend (9 hole play commences after 2:00 PM on weekends).	\$26.00
Single Cart Member Rates - \$21.00, 18 Holes Weekday	\$23.00
\$23.00, 18 Holes Weekend	\$25.00
\$16.00, 9 Holes Weekday	\$18.00
\$17.00, 9 Holes Weekend (9 hole play commences after 2:00 PM on weekends)	\$19.00
Resident Senior Member Single Cart Weekday Rate – \$16.00 for 18 holes;	\$17.00
	717.00



BILLING ADDRESS:

1989 000

Account/Loc #:

**Customer:** 



SEF No:

1989 UUU

INSTALLED ADDRESS:

Account/Loc #:

Customer:



GLEN COVE POLICE DEPARTMENT

279 Conklin Street, Farmingdale, NY 11735 ATTN: Contracts Department, Tel: (516) 586-5

GLEN COVE POLICE DEPARTMENT

Street Address: City/State/Zip:	1 BRIDGE ST GLEN COVE,			Street Address City/State/Zip:	1 01		E STREE	-		
Contact:	MAUREEN PAPPACHRISTOU Contact:		GLEN COVE, NY 11542 MAUREEN PAPPACHRISTOU							
Phone# / Fax#:	maureenp@gl (516) 676-189			Phone# / Fax#:			p@glenc 3-1892	ovepd.o	g	
CONTRACT   Start Date:   End Date:   12/31/24     Month/Day / Year   Month/Day / Year   Contract:   Co				Total Months Coverage:			ZONE (Check Appropriate Box)			
TERM	Worth/Day .	/	Month/Day/Y	ear			12	Α	В	С
								Х		
MODEL	SERIAL NO.	DESCRIPTION			Annua Card Li	1	# PM Per Year	Service Турв		Annual Rate
CD800MASTR1	1989000	DATACARD C. INCLUDES:	APTURE SYSTE	M	<5,00	00	2	ON-CA	LL	\$ 1,050.00
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CD800	C61582	DATACARD CE								
CardExchange CardExchange	100384 100385	CardExchange So CardExchange So								
Cardinange	100000	Curdinango ot	Junions	92						
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<ul> <li>If annual card li terminate this</li> </ul>		Metropolitan Data S	Solutions reserves	the right to			СНЕСК В	OX IF TAX	K EXE	МРТ
<ul> <li>Contract price</li> </ul>	ing is based on c	ustomers purchas card authorized d	sing Datacard auth lealership.	norized	(If tax e)	kempt,	attach a co	opy of the	exemp	tion certificate)
CUSTOMER AUTHORIZ	ZED SIGNATURE			PO NUI	MBER (Allac	h Copy)			DATE	
CUSTOMER NAME (PL	EASE PRINT)	TIT	TLE		PHONE #				FAX I	,
Service Manager	: Jonath	an Friedfertig			516 586-	5520	x 108	Date:	11/20	/23
CONTRACT OUCTE	Jfried(	@mds-ltd.com	TOUG COUNTIONS IN	UD LINETATIONS O	Jaannast	TCD DV	DECEDENCE	. 40 011014	I ON THE	E DAOK HEDEOE
THIS AGREEMENT SHA	ALL NOT BE BINDING	AND EFFECTIVE UNTI	ERMS, CONDITIONS, AI L ACCEPTED BY METR ARTMENT (Phone / A	OPOLITAN DATA						
				A						The state of the s

### AGREEMENT FOR THE USE OF FREEPORT RANGE

1 Ind	C					
Agreement made on the 22 day o	of-tebruary	, 2024 by	and betw	een the 1	PREEDC	RT
NY REVOLV <b>ER</b> AND RIFLE ASSOCIA	TION INC (h	ereinafter r	eferred to	as the "	PREEPO	RT
RANGE") located at 125 Buffalo	Ayenue,	Freeport,	New	York	11520	and
City at Glen Cove	having	a pr	rincipal	addı	688	of
City of Glen Cove	hereinafter re	ferred to a	s the "RE	NTER"	), for us	e of
the FREEPORT RANGE for the purpo						
following terms and conditions:						

- Rental Space: The "RENTER" shall have sole and exclusive use of the outdoor portion of the "FREEPORT RANGE.
- 2. Event Date/Time/Fees: The "RENTER" shall pay the sum of \$ (000 %per day use of the rental space indicated above on \$100 17 (date) for & hours; perday.
- 3. <u>Firearms Instructor</u>: The "RENTER" shall provide a certified firearms instructor on premises at all times for the duration of the rental period; <u>lotal</u>: 9 dows.
- Participants: All persons participating in the designated portion of the range during said rental period shall be employees of the "RENTER" and covered under their policies of insurance and as outlined below;
- Ear/Eve Protection: RENTER will ensure that all Participants/Employees shall wear provided ear protection and protective eye glasses at all times when at the FREEPORT RANGE.
- 6. Rules: RENTER will ensure that all Employees/Participants of RENTER are informed of the rules and regulations of the FREEPORT RANGE and shall follow them at all times. Any violation of the rules and regulations will result in the immediate removal of RENTER's Employees/Participants from the FREEPORT RANGE as well loss of future use.
- 7. Insurance: RENTER will provide, upon written request of RREEPORT RANGE, RENTER's qualified and licensed insurer, certifying that RENTER has, at all times during use of the FREEPORT RANGE, comprehensive general liability insurance coverage with limits of not less than \$3,000,000.00 (Three Million Dollars) per occurrence for all activities directly or indirectly related to RENTER and upon written request, shall name FREEPORT RANGE as an additional insured.
- 8. <u>Indemnification</u>: RENTER hereby KNOWINGLY AND INTENTIONALLY WAIVES AND RELEASES, INDEMNIFIES, AND HOLDS HARMLESS FREEPORT RANGE, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with

RENTER's use of the FREEPORT RANGE including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to RENTER or any Employee/Participants of RENTER, as a result of use of this facility and the engaging by RENTER or RENTER's Employees/Participants in these activities or the use of these services or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of the FREEPORT RANGE or from some other cause.

- 9. Governing · Law: The laws of the State of New York shall govern the validity, construction, performance and effect of this Agreement. In the event any action is commenced by either party hereto against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses including reasonable attorney fees.
- 10. No modification except in Writing: This Agreement sets forth the entire Agreement between the parties, and supersedes any and all other Agreements, whether written or oral, on the same subject matter. The terms hereof cannot be changed or modified except by an instrument in writing duly signed on behalf of FREEPORT RANGE and RENTER.
- 11. Employee List: Renter will provide FREEPORT RANGE with a list of anticipated participants a minimum of 3 days prior to the event date.
- 12. <u>Miscellaneous</u>: If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

The signatories of this Agreement warrant that they are authorized to execute this Agreement on behalf of their respective organizations.

,

FREEPORT NY REVOLVER AND	
RIFLE ASSOCIATION INC.	
Ву:	By;

6F

PREVENT

Quote Number:

10856818

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Attn:

Rep:

Con Coakley

Email:

con.coakley@stryker.com

Phone Number:

GPO:

Version: Prepared For:

Government Pricing Schedule

CITY OF GLEN COVE VOLNTR EMS

Service Rep:

Bryan Marino

Quote Date:

01/26/2024

Email:

bryan.marino@stryker.com

Expiration Date: Contract Start:

02/24/2024 02/12/2024

Contract End:

11/11/2026

**Delivery Address** 

Sold To - Shipping

**Bill To Account** 

Name:

CITY OF GLEN COVE VOLNTR EMS

Name:

CITY OF GLEN COVE VOLNTR EMS

Name:

CITY OF GLEN COVE

Account #

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Address:

LIVIO

Account #:

Account #:

20126558

Account #: 20126558

A DI ELI ADVE AVE

20 8000

20035647

Address:

8 GLEN COVE AVE

8 GLEN COVE AVE

Address:

9 GLEN ST

**GLEN COVE** 

**GLEN COVE** 

**GLEN COVE** 

New York 11542-2807

New York 11542-2807

New York 11542-2798

#### ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD  SParts, Labor, Travel v Preventative Mendenance v Batteres Service	33	1	15.0%	\$5,313.14	\$5,313.14
2.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD  08/12/2025 - 11/11/2026  Parts, Lasor, Travel v Preventative Meintener on vB siteries Service	17	1	15.0%	\$2,737.07	\$2,737.07
3.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD  10/12/2026 - 11/11/2026  Parks, Lateor, Travel + Présentative Maintenance + Buderes Service	1	1	15.0%	\$0.00	\$0,00
4.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD  \ Parts, Labor, Travel \ Pre-entitative Maintenance \ Battorias Servica	33	1	15.0%	\$5,313.14	\$5,313.14
5.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO	33	1	15.0%	\$3,737.66	\$3,737.66
6.0	POWERPRO-PROCARE	PROCARE-SVC-PÓWERPRO  10/12/2026 - 11/11/2026  - Porte, Labor, Travol « Preventative Maintenance Betiende Service	1	1	15.0%	\$0.00	\$0.00
7.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO	5	1	15.0%	\$0.00	\$0.00

PREVENT Remit to: Stryker Medical Quote Number: 10856818 P.O. Box 93308 Chicago, IL 60673-3308 Version: Con Coakley Prepared For: CITY OF GLEN COVE VOLNTR EMS Rep: con.ccakley@stryker.com Attn: Email: Phone Number: GPO: Government Pricing Schedule Service Rep: Bryan Marino 01/26/2024 Email: bryan.marino@stryker.com Quote Date: **Expiration Date:** 02/24/2024 Contract Start: 02/12/2024 11/11/2026 Contract End: Months Qty Discount % Sell Price Total Description 06/12/2026 - 11/11/2026 About taken to all two crains from a late of the const Garanta \$2,378,51 15.0% \$2,378.51 21 POWERPRO-PROCARE PROCARE-SVC-POWERPRO 8.0 02/12/2025 - 11/11/2026 Sugniture in the Personal Court was Constitu-**Price Totals:** \$19,479.52 **Grand Total:** Cornelius Coaldey 2/1/24 Stryker Authorized Signature (Printed) Date Date **Authorized Customer Signer (Printed)** Cornelius Coakley 2/1/24 Date Stryker Authorized Signature **Authorized Customer Signature** Date

Purchase Order Number

#### **PREVENT**

Quote Number:

Prepared For:

10856818

Remit to:

Stryker Medical

P.O. Box 93308

Version:

Alto:

CITY OF GLEN-COVE VOLNTR EMS

Rep:

Con Coakley

**Email**:

con.coakley@stryker.com

Chicago, IL 60673-3308

Phone Number:

GPO:

Government Pricing Schedule

Service Rep:

Bryan Marino

Quote Date:

01/26/2024

**Expiration Date:** 

02/24/2024

Contract Start: Contract End:

02/12/2024 11/11/2026 Email:

bryan.marino@stryker.com

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of this quote and any subsequent purchase order or the Customer are governed by the Terms and Conditions of this quote and any subsequent purchase order or the Customer are governed by the Terms are g Conditions located at https://techweb.stryker.com The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

## Payment Schedule

## Starting Balance:

\$19,479.52

Date	Payment	開発機能を終めた。 Balance y Patra Pa
02/12/2024	\$9,739.76	\$9,739.76
02/12/2025	\$9,739.76	\$ -

## **Equipment Service Plan**

4 0	PROCARE-SVC-POWER-LOAD	2110012400354
2.0	PROCARE-SVC-POWER-LOAD	2018012400221
3.0	PROCARE-SVC-POWER-LOAD	1911003400209
4.0	PROCARE-SVC-POWER-LOAD	171242310
5.0	PROCARE-SVC-POWERPRO	2110003500238
6.0	PROCARE-SVC-POWERPRO	1909003500291
7.0	PROCARE-SVC-POWERPRO	180640844
8.0	PROCARE-SVC-POWERPRO	N/A

Purchase Order Form	stryker
Account Manager Cell Phone	Purchise Under Date  Expected Delivery Date
	Stryker Guote Humber
Check box if Billing same As Shipping	
BitLYO CUSYOMER#  Biting Account Num  Company Planne  Contact or Department Street Address	SHP TO CUSTOMER # Shipping Account Nam Company Name Contect or Department Street Address
Addt'i Address Une City, ST ZIP	Add'i Address Line Gity, St ZIP
Phoné	Phote
Authorized Customer Initials  DESCRIPTION QIV  REFERENCE QUOTE	Authorized Customer Initials  TOTAL
Accounts Payable Contact Information	· · · · · · · · · · · · · · · · · · ·
Name	Appropriation on a 199
Phone	Stryker Terms and Conditions www.stryker.com/stnc
Authorized Customer Signature	
Printed Name	and the second of
Title	
Signature	purchasements on the 4/19
Date	
Attachment Stryker Quote Number	and the state of t

<sup>\*</sup>Sales or use taxes on domestic (USA) deliveries will be involced in addition to the price of the goods and services on the Stryker Quote-



January 2024

To whom it may concern,

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products.

Our field service team, ProCare® Services, uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker's Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-PRO™ 2 powered ambulance cot (Model 6507), high configuration
- MTS Power-LOAD® powered cot fastener
- Lithium battery
- Battery charger assembly
- Power cord assembly
- Stair-Pro

Stryker's quality team reviews and documents service repairs. We track and trend service to help ensure the highest level product performance. Preventive maintenance (PM) and service history documentation is available Please contact your sales representative for further information. Sincerely,

John Guyeskey

Senior Marketing Manager

Stryker or its affiliated entities own, use, or have applied for any referenced trademarks or service marks: Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Copyright @ 2022 Stryker. M0000010603 REV AA

Emergency Gare

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com

Stryker Medical 3800 E. Centre Ave. Portage, MI 49002

Service Marketing



Medical

#### Sole Source Service Memo

Date:

01/01/2024

RE:

Sole Source Letter

November 11, 2015

To Whom It May Concern:

The purpose of this letter is to confirm that Stryker Medical is the original equipment manufacturer and sole source service provider for the Stryker PowerLOAD System. Stryker does not have any factory trained nor authorized third party service providers for the PowerLOAD system.

All service parts are either manufactured at Stryker or manufactured by an outside supplier specifically for Stryker. Stryker employs its own Field Service Team to perform maintenance on our products, using only new OEM parts for each repair.

All tooling is calibrated, documented and controlled by Stryker home office in Kalamazoo MI. Calibration records and training records are available upon request.

All service repairs are documented and reviewed by our Quality Team for compliance. All repairs are tracked and trended, as well as audited by Government Agencies to ensure only the highest level of safety for our customers. PM and service history documentation is available upon request.

Please feel free to contact me with any questions.

Thank you,

Tom Tackabury

Tom Tackabury

## 1 YEAR PM WITH BATTERY

Quote Number:

10867814

Version:

1

Prepared For:

GPO:

CITY OF GLEN COVE VOLNTR EMS

Government Pricing Schedule

Altn:

Rep:

Email:

Phone Number:

Service Rep:

Email:

Dennis O'Dowd

Cornelius Coakley

Quote Date:

02/12/2024

**Expiration Date:** 

03/13/2024 02/15/2024

Contract Start: Contract End:

02/14/2025

**Dolivery Address** 

Name:

CITY OF GLEN COVE VOLNTR EMS

Account #:

20126558

Address:

1.0

8 GLEN COVE AVE

GLEN COVE

New York 11542-2807

**BIII To Account** 

Name:

Account #:

Address:

CITY OF GLEN COVE

20035647

9 GLEN ST

GLEN COVE

New York 11542-2798

**ProCare Products:** 

# Product LIFEPK-FLD-PROCARE

Description

PROCARE-SVC-LIFEPAK-FIELD-REPAIR

Months 12

Sell Price Qty \$994.00 3

Total \$2,982.00

ProCare Total:

\$2,982.00

**Price Totals:** 

Grand Total:

\$2,982.00

Authorized Customer Signer (Printed)

Date

Stryker Authorized Signature (Printed)

Date

40007044			
1			
CITY OF GLEN COVE VOLNTR EMS		Rep:	Cornelius Coakley
Attn:		Email:	
		Phone Number:	
Government Pricing Schedule		Service Rep:	Dennis O'Dowd
02/12/2024		Email:	
03/13/2024			
02/15/2024			
02/14/2025			
	Attn:  Government Pricing Schedule  02/12/2024  03/13/2024  02/15/2024	10867814 1 CITY OF GLEN COVE VOLNTR EMS Attn:  Government Pricing Schedule 02/12/2024 03/13/2024 02/15/2024	10867814  1 CITY OF GLEN COVE VOLNTR EMS Rep: Attn: Email: Phone Number:  Government Pricing Schedule Service Rep:  02/12/2024 Email: 03/13/2024 02/15/2024

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <a href="https://techweb.stryker.com">https://techweb.stryker.com</a> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Date

## **Equipment Service Plan**

Line Item # Mo	del	Serial #
1.0	PROCARE-SVC-LIFEPAX-FIELD-REPAIR	50354236
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50354565
1.0	PROCARE-SVC-LIFEPAX-FIELD-REPAIR	50354327

Purchase Order Form	stryker
Account Manager	Purchase Order Date
Cell Phone	Expected Delivery Oste
	Stryker Quote Number
Check box If Billing same as Shipping	
BILLTO CUSTOMER II	SHIP TO CUSTOMER #
Bilding Account Num Conspany Name Contact or Department Street Address	Shipping Account Num
Conspany Name	Company Name
Contact or Department	Contact or Department
Street Address	Street Address
Addi Address Line	Addt Address Line
City, ST 2P	City, ST ZIP
Phone i	Phone
Authorized Customer initials	Authorized Customer Initials
DESCRIPTION QT	Y TOTAL
REFERENCE QUOTE	
Accounts Payable Contact Information	
Name	
rnali	
Phone	Stryker Terms and Conditions  2002 Stryker convision
Authorized Customer Signature	
Printed Name	
Title	And the second s
	A CONTRACTOR MADE AND
Signature	
Date	<del> </del>
Attachment Stryker Quote Number	

<sup>\*</sup>Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.



#### LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 35 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with V15-5 or V15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- · All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
   o if a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
  - o Stryker will continue to offer contractual service on a yearly basis only
  - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
  - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any prepaid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, not will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.



September 2023

### Service notification for LIFEPAK®15 monitor/defibrillator, versions 1 and 2

As we shared with you in June 2020, Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (part numbers beginning with V15-2) are no longer available in the market, which limits the service support available for this product. Service on the LIFEPAK 15 with part numbers beginning with v15-5 or v15-7 are unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- · Service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
- Contractual service
  - o Effective December 31, 2023, Stryker will no longer offer renewals on contractual services.
  - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability.

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

Stryker does not contract nor provide service parts to any third-party service providers, but instead has a dedicated ProCare Service team who is the only approved service provider for our products.

As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

We thank you for your business and continued partnership. We are committed to providing high-quality, clinically supported products so that you can be confident in the care you are providing to your communities. Please contact your local Stryker sales representative if you have additional questions or to discuss trade-up and flexible financing options for our current LIFEPAK 15 device.

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: LIFEPAK, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo. Copyright © 2023 Stryker. M0000015969 REV AA

Emergency Care
11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

### **CONTRACT PROPOSAL**

This contract is to begin <u>JANUARY 1, 2024</u> by and between <u>NORTH SHORE GOLF</u> <u>CAR SERVICE INC.</u>, hereinafter referred to as the <u>CONTRACTOR</u> and <u>THE CITY OF GLEN COVE</u>, <u>MUNICIPAL GOLF COURSE</u> hereinafter referred to as <u>THE CITY</u>.

#### WITNESSETH:

It is understood the no verbal understanding not incorporated in this document is to be conceded as binding upon either but it is agreed that should it be found expedient and proper by both to alter, add, or omit any portion of this contract during its existence, that it may be altered or changed only by mutual written agreement, signed by the proper authorized officer of each respective party and that such changes do not invalidate the balance of the contract.

#### **DURATION OF CONTRACT:**

This contract shall be in force for a period of 12 months, from the beginning date of this contract.

#### **COMMISSION:**

The City agrees to pay \$8,200.00 per year in two payments of \$4,100.00 due March 1st 2024, with like amount August 1st 2024

41 - Club Car Precedent Gas Powered

\$200.00 per year

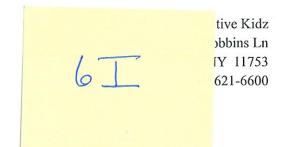
### STIPULATIONS OF CONTRACT

- The contractor agrees to perform annual service, which includes the replacement
  of all oils, filters, plugs and the inspection of all batteries, cables, controls, brakes
  and connections and their replacement, if necessary. Also, all cars will be
  pressured washed, cleaned and waxed. This service is to be performed during off
  season in 2024.
- The 41- Club Car Precedent
  the City will be charged separately for brakes, batteries, springs, starter/ generators
  drive or driven clutches, rear differentials, engine overhauls and carburetors at
  labor rate of \$95.00 per hr. plus parts
- 3. The contractor agrees to respond with a mechanic within 24 hours to any request for service or maintenance.
- 4. The contractor agrees to furnish only authorized Club Car parts.
- 5. The contractor agrees to provide service and maintenance for 48 Club Car Gas Powered golf cars which are solely used for Golf
- 6. The contractor agrees to keep in full force for the term of this contract:
  - A. Workmen's Compensation and Employee's Liability
  - B. Comprehensive General Liability
  - C. Comprehensive Automobile Liability (with amounts no less than \$1000.000).
- The City agrees to supply and install all fuel that is needed for Club Cars.
- 8. The City agrees to repair or replace any tire or wheel assemblies that are needed.
- 9. The City agrees to purchase any additional parts or accessories that are not covered under this service agreement from the contractor.
- 10. The City agrees that any mechanical or cosmetic repairs due to fire, theft, acts of vandalism, accidents or acts of God will be performed by the contractor at the rate of \$95.00 per hour, plus parts.
- 11. The City agrees that any cosmetic repairs i.e. body panel dents, broken canopies and torn seats, during the term of this contract are not the responsibility of the contractor. If the City feels these repairs are necessary, a separate agreement will be made.

IN WITNESS WHEREOF, the parties hereto, authorize their proper officers to execute this agreement, on the day and year first above written.



# Event Reservation # 391



Event Date: July 15, 2024

Organization:	Glen Cove Youth Bureau	Phone Number:	
Contact:	Potter, Sandra	Fax Number:	
E-mail:	spotter@glencoveny.gov	Event Type:	Camp/School Trip
Address:		Scheduled By:	Dowd, Morgan
	Jericho, NY 11753	Date Booked:	2/14/2024

Event Date	Day	Event Time	Child	Adult
7/15/2024	Monday	10:30 AM - 1:00 PM	125	0

#### Areas Reserved

Description	<u>Time</u>
Adventure Maze	10:30 am - 12:30 pm
Cannonball	10:30 am - 12:30 pm
Check In (Half Hour)	10:30 am - 10:35 am
Inflatables Fun Zone	10:30 am - 12:30 pm
Laser Tag	10:30 am - 12:30 pm
Lazer Frenzy	10:30 am - 12:30 pm
Ninja Warrior Course	10:30 am - 12:30 pm
Rock Climbing	10:30 am - 12:30 pm
Party Room	12:30 pm - 1:00 pm
Party Room	12:30 pm - 1:00 pm

#### **Items Purchased**

<b>Qty</b>	Description	<u>Amount</u>
50	Adventure Maze - Camp/School	\$0.00
50	Inflatables - Camp/School	\$0.00
24	Laser Tag- Camp/School	\$0.00
1	Rock Climbing- Camp/School	\$0.00
1	Ninja Warrior- Camp/School	\$0.00
2	Cannonball- Camp/School	\$0.00
125	\$19 Per Child	\$2,375.00
1	\$50 Janitorial Fee	\$50.00

### **Deposits and Payments**

Rec#	Date Paid	Amount Description	

#### **Event Total**

Total Due	: \$2,634.16
- Payments	<b>:</b> \$0.00
Event Total	\$2634.16
+ Tax	<b>:</b> \$209.16
Sub Total	\$2,425.00

- 1.Please note if your organization is not tax exempt, NYS Sales tax will be added to your subtotal.
- 2.If your organization is tax exempt please be sure to email us a copy of your Tax ID to info@activekidzlongisland.com
- 3.If your group decides to eat lunch, snack, etc. at Active Kidz a janitorial fee will be added to your bill.
- 4.Deposits are nonrefundable, but can be transferred to a new trip date/time.
- 5.If your numbers change significantly please be sure to update us ASAP so we can plan accordingly!
- 6.Depending on the size of your group, there could be another group in the facility at the same time (Please note: attractions will still be private to your group)

Signature:			
216111111111			



Active Kidz 200 Robbins Ln Jericho, NY 11753 P: 516-621-6600

### Event Reservation # 392

Event Date: July 19, 2024

Organization: Glen Cove Youth Bureau	Phone Number:	
Contact: Potter, Sandra	Fax Number:	
E-mail: spotter@glencoveny.gov	Event Type:	Camp/School Trip
Address:	Scheduled By:	Dowd, Morgan
Jericho, NY 11753	Date Booked:	2/14/2024

Event Date	Day	Event Time	Child	Adult
7/19/2024	Friday	10:30 AM - 1:00 PM	75	0

#### Areas Reserved

Description	Time
Adventure Maze	10:30 am - 12:30 pm
Cannonball	10:30 am - 12:30 pm
Check In (Half Hour)	10:30 am - 10:35 am
Inflatables Fun Zone	10:30 am - 12:30 pm
Laser Tag	10:30 am - 12:30 pm
Lazer Frenzy	10:30 am - 12:30 pm
Ninja Warrior Course	10:30 am - 12:30 pm
Rock Climbing	10:30 am - 12:30 pm
Party Room	12:30 pm - 1:00 pm
Party Room	12:30 pm - 1:00 pm

#### **Items Purchased**

Qty	Description	Amount
25	Adventure Maze - Camp/School	\$0.00
25	Inflatables - Camp/School	\$0.00
1	Laser Tag- Camp/School	\$0.00
1	Rock Climbing- Camp/School	\$0.00
1	Ninja Warrior- Camp/School	\$0.00
2	Cannonball- Camp/School	\$0.00
75	\$19 Per Child	\$1,425.00
1	\$50 Janitorial Fee	\$50.00

### **Deposits and Payments**

Rec#	Date Paid	Amount Description	

### **Event Total**

Total Due:	\$1,602.22
- Payments:	\$0.00
Event Total:	\$1602.22
+ Tax:	\$127.22
Sub Total:	\$1,475.00

- 1.Please note if your organization is not tax exempt, NYS Sales tax will be added to your subtotal.
- 2.If your organization is tax exempt please be sure to email us a copy of your Tax ID to info@activekidzlongisland.com
- 3.If your group decides to eat lunch, snack, etc. at Active Kidz a janitorial fee will be added to your bill.
- 4.Deposits are nonrefundable, but can be transferred to a new trip date/time.
- 5.If your numbers change significantly please be sure to update us ASAP so we can plan accordingly!
- 6.Depending on the size of your group, there could be another group in the facility at the same time (Please note: attractions will still be private to your group)

Signature:			
Mgnamre:			
JI SILLICIA CO.			



## **Adventureland Group Trip**

Glen Cove Youth Bureau

Date of Trip: 7/31/2024

Sandra Potter

Approx Arrival Time: 11am

spotter@glencoveny.gov

Approx No. in Group: 175

Invoice #: 155

Approx No. Food Package: 0

1/29/2024

Rate/Rides (pp): \$

29.50

Food (pp): \$

14,00

TOTAL DU	E	
CASH OR BANK CHEC	K TOTA	L
Admission (Guests x Rate)	\$	5,162.50
Amusement Park Tax* (2,156%)		exempt
Food Packages (x \$14)	\$	-
NYS Sales Tax (8.625%)		exempt
Total Due (Cash or Check)	\$	5,162.50

\*Admission Park Tax only applied to admission
PLEASE NOTE: Adventureland is an admission park—all guests entering must purchase a ticket.
Guests 1 years old and under can enjoy free admission.

Payment: \*Credit Card payments will inccur a fee of 2,95% \*\*

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

#### Remember:

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

Parking will be provided for buses free of charge.

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

#### **Group Pricing**

25+ people = \$32.50 (+tax) (\$2 discount for Spring and Fall dates and Mondays and Tuesdays in July/August) 100+ people = \$29.50pp (+tax) (\$2 discount for Spring and Fall dates and Mondays and Tuesdays in July/August)

#### Food Package:

Option 1: \$14(+tax) - choice of hamburger, hot dog, or chicken nuggets w/ fries and a soft drink

Option 2: \$11(+tax) -- chicken nuggets w/ fries and a soft drink

No outside food is permitted in the park,

Very Truly Yours, GROUP SALES GuestRelations@Adventureland.us 631-694-6868

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

## **INVOICE**

Event # 41,318 Phone Number: 516-671-4600

Event Type: Camp/School Event Fax Number:

Event Date: 7/10/2024 Bill To: Glen Cove Youth Bureau

Organization: Potter, Sandra

E-mail: spotter@glencoveny.gov SYOSSET, NY 11791

Jumpers: 125

### **Items Purchased**

QtyDescriptionAmount125120 Min Group Rate (Ult Inc)\$3,000.00

Payments Event Total

 Rec #
 Date Paid
 Amount Description
 Event Total:
 \$3000.00

 - Payments:
 \$0.00

 Total Due:
 \$3,000.00

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

## **INVOICE**

Event#: 41,319 Phone Number: 516-671-4600

Event Type: Camp/School Event Fax Number:

Event Date: 7/26/2024 Bill To: Glen Cove Youth Bureau

Organization: Potter, Sandra

E-mail: spotter@glencoveny.gov SYOSSET, NY 11791

Jumpers: 75

### **Items Purchased**

QtyDescriptionAmount75120 Min Group Rate (Ult Inc)\$1,800.00

Payments Event Total

 Rec #
 Date Paid
 Amount Description
 Event Total:
 \$1800.00

 - Payments:
 \$0.00

 Total Due:
 \$1,800.00



Q-Zar - Long Island 151 Voice Rd #1 Carle Place, NY 11514 P: 516-877-7200

## Event Reservation # 5,147

Event Date: July 19, 2024

Organization:	Glen Cove Youth Bureau	Phone Number:	516-671-4600
Contact:	Potter, Sandra	Fax Number:	
E-mail:	spotter@glencoveny.gov	Event Type:	Premium Package - Unlimited GC
Address:		Scheduled By:	Ortiz, Miguel
	Carle Place, NY 11514	Date Booked:	2/14/2024

Event Date	Day	Event Time	Participant	Spectator
7/19/2024	Friday	10:00 AM - 1:00 PM	125	0

### **Areas Reserved**

### **Items Purchased**

Description	Time		Qty Description	<u>Amount</u>
Q-ZAR	10:00 am - 1:00 pm	1	125 Premium Package - Unlimited GC	\$3,493.75
		l	80 Premium Package Reservation	\$0.00

Notes: THIS IS A QUOTE- to keeo reservarion, we collect a 25% deposit or purchase order #. This reservation was made with 125 kids, but will be adjusted once we get the final headcount. If you have any question, call Miguel 516-877-7200 ext

\*If you are tax exempt, please provide tax exempt # to remove tax from invoice.

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Debosits	and	<b>Payments</b>	i

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LVCII	L	- 1	v	ıaı

Deposits and Payments		and Payments	Event Total	
Rec#	Date Paid	Amount Description	Event Total:	\$3493.75
			- Payments:	\$0.00
			Total Due:	\$3,493.75



Q-Zar - Long Island 151 Voice Rd #1 Carle Place, NY 11514 P: 516-877-7200

## Event Reservation # 5,146

Event Date: July 24, 2024

Organization: Glen Cove Youth Bureau	Phone Number: 516-671-4600
Contact: Potter, Sandra	Fax Number:
E-mail: spotter@glencoveny.gov	Event Type: Premium Package - Unlimited GC
Address:	Scheduled By: Ortiz, Miguel
Carle Place, NY 11514	Date Booked: 2/14/2024

Event Date	Day	Event Time	Participant	Spectator
7/24/2024	Wednesday	10:00 AM - 1:00 PM	75	0

### **Areas Reserved**

### **Items Purchased**

Description Laser Tag*	<u>Time</u> 10:00 am - 10:30 am
Q-ZAR	10:00 am - 1:00 pm
Laser Tag*	11:00 am - 11:30 am
Laser Tag*	12:00 pm - 12:30 pm

Qty	Description	<u>Amount</u>
75	Premium Package - Unlimited GC	\$2,096.25
75	Premium Package Reservation	\$0.00
3	Laser Tag Session - Party	\$0.00

**Notes:** THIS IS A QUOTE- to keep the reservation we collect a 25% deposit or purchase order#. This reservation is made with 75 kids, but we will adjust once we get the final headcount. If you have any questions, call Miguel at 516-877-7200 ext 117.

<sup>\*</sup>If you are tax exempt, please provide the tax exempt # to remove tax from invoice.

Deposits and	<b>Payments</b>
--------------	-----------------

**Event Total** 

Rec#	Date Paid	Amount Description	Event Total:	\$2096.25
			- Payments:	\$0.00
			Total Due:	\$2,096.25



Please Remit Payment to 99 Caven Point Road Jersey City, NJ 07305

CONTRACT DATE: 2/15/2024 Updated Date: 2/15/2024

#### 2/15/2024

Sandra Potter
Glen Cove Youth Bureau
Proposal for 7/22/2024

Thank you for the opportunity to provide you with a proposal for your event at RPM Raceway Farmingdale. We are pleased to be of service to you and would be honored to host this event.

RPM Raceway is America's ultimate all-electric indoor karting and entertainment destination. From weekend warriors seeking a quick thrill, to determined racers looking to become the next Dale or Danica, RPM Raceway was created for racers of all levels. We will continue to focus on creating the most authentic, exhilarating and memorable experiences for corporate events and personal celebrations. Customizing these events to meet your goals and objectives is what we will deliver to every customer as RPM Raceway.

Thank you for your patronage and support!

The RPM Raceway Team

#### The Event Offerings include:

Qty		Price	Total
75	2 Races and \$5 arcade card	\$40.00	\$3,000.00
75	Headsock	\$3.00	\$225.00
			Total
Party P	Packages		\$3,225.00
Subtota	al		\$3,225.00
Service	Fee	20.0%	\$0.00
Grand '	Total		\$3,225.00
Deposi	t		\$0.00
Estima	ated Amount Due		\$3,225.00

#### PLEASE PROVIDE NAME LIST 3 DAYS PRIOR TO THE EVENT.

DEPOSIT DUE DATE	DEPOSIT AMOUNT	FINAL BALANCE DUE DATE	BALANCE DUE
	\$		\$

RPM Raceway looks forward to entertaining you with the most authentic, exhilarating, safe and fun experience ever! Please do not hesitate to call me with any questions

Best Regards, Emily Gorecki, VP of Sales and Events





# Summer Camp Trip- 7/12/24 - 10 am to 12 pm

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 February 12, 2024 \$1,055.00 Deposit

Due Feb 12, 2024 \$25.00 **Balance** 

Due July 12, 2024 \$1,030.00

Items	Quantity	Price	Amount
Group Admissions	70	\$15.00	\$1,050.00
Package #3			
Group Admissions	1	\$5.00	\$5.00
Non Skating Counselors			
Subtotal			\$1,055.00
Total Due			\$1,055.00
Deposit			\$25.00
Unpaid • Due on Feb 12, 2024			
Balance			\$1,030.00
Unpaid • Due on Jul 12, 2024			



### Anna DiGiuseppe

From:

Sandra Potter

Sent:

Tuesday, February 13, 2024 12:23 PM

To:

Anna DiGiuseppe

Subject:

FW: Event Quote for Urban Air Lake Grove, NY

From: Unleashed Brands <noreply@unleashedbrands.com>

Sent: Tuesday, February 13, 2024 9:21 AM
To: Sandra Potter <SPotter@glencoveny.gov>
Subject: Event Quote for Urban Air Lake Grove, NY

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



### Glen Cove Youth Bureau

Quote expires 04/15/2024

Classic Party

Urban Air

Friday, 12 July 2024 11:00 AM - 02:00 PM

Lake Grove, NY

3147 Middle Country Rd

Lake Grove, NY 11755

Platinum Package

\$4348.55

Number of Participants

(145 included):

145

#### Included

**Urban Air Socks** 

145

#### Notes

UA Socks included All attendees must have a signed waiver to participate prior to receiving wristbands and socks. Waiver link generated with deposit Final guest count due (3) business days prior to event List of attendees by group to be provided prior to event No food Checks payable to WNULLC Please reach out to Gayle@urbanairlakegrove.com with questions Please arrive 15 minutes prior to your event time All participating counselors to be included in the final count with signed waivers Gratuity not included

\$4.99
\$4353.54
\$0.00
\$4353.54

**Deposit Owed** 

\$704.99

Charges may appear as Unleashed Brands on your bank statement.

If you have any questions, please contact us at (631) 861-4125.



Advertisement: Urban Air is a participant in the Wal-Mart affiliate program, where Wal-Mart will pay us a small commission for purchases you make. This will not result in an additional cost to you,

A \$175° non-refundable deposit is required to secure all birthday events. If you cancel the event with less than 72 hours' notice, then, so long as you reschedule the event to occur within 30 days of the originally scheduled event, then we will apply the deposit to the cost of the event. If you no show the event, then you waive the right to recover the deposit and authorize us to charge your credit card for the full amount of the event. If

# GLEN COVE SENIOR CENTER MUSICAL PERFORMANCE AGREEMENT

AGREEMENT made as of this \_\_\_\_day of February, 2024, by and between MJB Administrative Services with offices at 40 W.Oak Street, Farmindale, NY 11735 (hereinafter referred to as "MJB"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage MJB to provide musical entertainment for members of the Glen Cove Senior Center; and

WHEREAS, MJB is willing to provide musical entertainment at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

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

- 1. **SCOPE OF WORK:** MJB will provide musical entertainers to appear at the Glen Cove Senior Center one (1) time for a Circle of Friends special occasion during 2024.
- 2. **COMPENSATION:** For the services to be provided by MJB, the City will pay \$1,200 total for the event. The City shall not be responsible for any costs or expenses MJB may incur to provide the services described herein, and MJB shall supply all equipment and materials required to perform the services.
- 3. <u>INDEPENDENT CONTRACTOR</u>: MJB understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. MJB shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of

MJB, nor shall MJB be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving MJB or any employee of MJB. MJB will provide worker's compensation for its employees in compliance with all federal and state law.

- 4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective February 28, 2024, and end December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.
- 5. **CONFIDENTIALITY**: MJB will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. MJB agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.
- 6. <u>INSURANCE AND INDEMNITY</u>: MJB agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, MJB shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to MJB of the claim in any form, at any stage of an action or proceeding, and whether or not liability is established. An allegation or determination that persons other than MJB are responsible for the claim does not relieve MJB from its separate and distinct obligation to defend under this Agreement.

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 MJB asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

MJB shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by MJB or anyone directly or indirectly employed by MJB. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

- 7. <u>COMPLIANCE WITH LAWS</u>: MJB hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services called for in this Agreement. Furthermore, MJB agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.
- 8. <u>COMPLETE AGREEMENT: GENERAL PROVISIONS</u>: This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if

sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF C	GLEN COVE
by: Mayor l	Pamela D. Panzenbeck, Mayor
MJB Admi	nistrative Services
	MIB Administrative Service

# GLEN COVE SENIOR CENTER MUSICAL PERFORMANCE AGREEMENT

AGREEMENT made as of this \_\_\_\_day of February, 2024, by and between, John Nittoli, d/b/a Our Generation Band with offices at 1900 Bushwick Avenue, Merrick, NY 11566 (hereinafter referred to as "JN"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage JN to provide musical entertainment programs for members of the Glen Cove Senior Center; and

WHEREAS, JN is willing to provide musical entertainment programs at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

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

- 1. **SCOPE OF WORK:** JN will provide musical entertainers to appear at the Glen Cove Senior Center one (1) time for a Circle of Friends special occasion during 2024.
- 2. <u>COMPENSATION:</u> For the services to be provided by JN, the City will pay \$600 total for the event. The City shall not be responsible for any costs or expenses JN may incur to provide the services described herein, and JN shall supply all equipment and materials required to perform the services.
- 3. <u>INDEPENDENT CONTRACTOR</u>: JN understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. JN shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal,

state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of JN, nor shall JN be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving JN or any employee of JN. JN will provide worker's compensation for its employees in compliance with all federal and state law.

- 4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective February 28, 2024, and end December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.
- 5. **CONFIDENTIALITY**: JN will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. JN agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.
- 6. <u>INSURANCE AND INDEMNITY</u>: JN agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, JN shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to JN of the claim in any form, at any stage of an action or proceeding, and whether or not liability is established. An allegation or determination that persons other than JN are responsible for the claim does not

relieve from its separate and distinct obligation to defend under this Agreement. 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 JN asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

JN shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by JN or anyone directly or indirectly employed by JN. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

- 7. <u>COMPLIANCE WITH LAWS</u>: JN hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services called for in this Agreement. Furthermore, JN agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.
- 8. <u>COMPLETE AGREEMENT: GENERAL PROVISIONS</u>: This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or

transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COVE	
by: Mayor Pamela D. Panz	zenbeck, Mayor
John Nittoli, d/b/a Our Ge	eneration Band
hv:	Iohn Nittoli

# GLEN COVE SENIOR CENTER MUSICAL PERFORMANCE AGREEMENT

AGREEMENT made as of this \_\_\_\_\_day of February, 2024, by and between, Barbara Weinstein, d/b/a Just Sixties with offices at 5 Sheridan Court, Plainview NY 11803 (hereinafter referred to as "BW"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage BW to provide musical entertainment programs for members of the Glen Cove Senior Center; and

WHEREAS, BW is willing to provide musical entertainment programs at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

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

- 1. **SCOPE OF WORK:** BW will provide musical entertainers to appear at the Glen Cove Senior Center one (1) time for a Circle of Friends special occasion during 2024.
- 2. **COMPENSATION:** For the services to be provided by BW, the City will pay \$1,000 total for the event. The City shall not be responsible for any costs or expenses BW may incur to provide the services described herein, and BW shall supply all equipment and materials required to perform the services.
- 3. <u>INDEPENDENT CONTRACTOR</u>: BW understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. BW shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal,

state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of BW, nor shall BW be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving BW or any employee of BW. BW will provide worker's compensation for its employees in compliance with all federal and state law.

- 4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective February 28, 2024, and end December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.
- 5. **CONFIDENTIALITY**: BW will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. BW agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.
- 6. <u>INSURANCE AND INDEMNITY</u>: BW agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, BW shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to BW of the claim in any form, at any stage of an action or proceeding, and whether or not liability is established. An allegation or determination that persons other than BW are responsible for the claim does not

relieve from its separate and distinct obligation to defend under this Agreement. 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 BW asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

BW shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by BW or anyone directly or indirectly employed by BW. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

- 7. <u>COMPLIANCE WITH LAWS</u>: BW hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services called for in this Agreement. Furthermore, BW agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.
- 8. <u>COMPLETE AGREEMENT: GENERAL PROVISIONS</u>: This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or

transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN CC	VE
by: Mayor Pamela D	. Panzenbeck, Mayor
Barbara Weinstein d/l	o/a Just Sixties
by:	Barbara Weinstein

# GLEN COVE SENIOR CENTER MUSICAL PERFORMANCE AGREEMENT

AGREEMENT made as of this\_\_\_day of February, 2024, by and between, Tin Mirror Productions, d/b/a The Dance Mechanics with offices at 38 Robert Circle, Syosset, NY 11791 (hereinafter referred to as "TDM"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage TDM to provide musical entertainment programs for members of the Glen Cove Senior Center; and

WHEREAS, TDM is willing to provide musical entertainment programs at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

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

- 1. **SCOPE OF WORK:** TDM will provide musical entertainers to appear at the Glen Cove Senior Center one (1) time for a Circle of Friends special occasion during 2024.
- 2. **COMPENSATION:** For the services to be provided by TDM, the City will pay \$1,000 total for the event. The City shall not be responsible for any costs or expenses TDM may incur to provide the services described herein, and TDM shall supply all equipment and materials required to perform the services.
- 3. <u>INDEPENDENT CONTRACTOR</u>: TDM understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City.

  TDM shall have no authority to act as an agent or representative of the City or to enter any financial or

other contractual commitment on behalf of the City without the prior written approval of the City. No federal, state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of TDM, nor shall TDM be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving TDM or any employee of TDM. TDM will provide worker's compensation for its employees in compliance with all federal and state law.

- 4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective February 28, 2024, and end December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.
- 5. **CONFIDENTIALITY**: TDM will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. TDM agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.
- 6. <u>INSURANCE AND INDEMNITY</u>: TDM agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, TDM shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to TDM of the claim in any form, at any stage of an action or proceeding, and whether or not

liability is established. An allegation or determination that persons other than TDM are responsible for the claim does not relieve TDM from its separate and distinct obligation to defend under this Agreement. 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 TDM asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

TDM shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by TDM or anyone directly or indirectly employed by TDM. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

- 7. <u>COMPLIANCE WITH LAWS</u>: TDM hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services called for in this Agreement. Furthermore, TDM agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.
  - 8. **COMPLETE AGREEMENT: GENERAL PROVISIONS**: This Agreement is the

complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GI	LEN COVE
by: Mayor Pa	amela D. Panzenbeck, Mayor
Tin Mirror Pr	oductions d/b/a The Dance Mechanics
by:	Tin Mirror Productions

## GLEN COVE SENIOR CENTER MUSICAL PERFORMANCE AGREEMENT

AGREEMENT made as of this\_\_\_\_day of February, 2024, by and between, Frank Notaro, d/b/a Rock Island Sound with offices at 44 Ellen Street, Bethpage, NY 11714 (hereinafter referred to as "FN"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage FN to provide musical entertainment programs for members of the Glen Cove Senior Center; and

WHEREAS, FN is willing to provide musical entertainment programs at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

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

- 1. **SCOPE OF WORK:** FN will provide musical entertainers to appear at the Glen Cove Senior Center one (1) time for a Circle of Friends special occasion during 2024.
- 2. **COMPENSATION:** For the services to be provided by FN, the City will pay \$600 total for the event. The City shall not be responsible for any costs or expenses FN may incur to provide the services described herein, and FN shall supply all equipment and materials required to perform the services.
- 3. <u>INDEPENDENT CONTRACTOR</u>: FN understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. FN shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal,

state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of FN, nor shall FN be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving FN or any employee of FN.FN will provide worker's compensation for its employees in compliance with all federal and state law.

- 4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective February 28, 2024, and end December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.
- 5. **CONFIDENTIALITY**: FN will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. FN agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.
- 6. <u>INSURANCE AND INDEMNITY</u>: FN agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, FN shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to FN of the claim in any form, at any stage of an action or proceeding, and whether or not liability is established. An allegation or determination that persons other than FN are responsible for the claim does not

relieve from its separate and distinct obligation to defend under this Agreement. 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 FN asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

FN shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by FN or anyone directly or indirectly employed by FN. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

- 7. <u>COMPLIANCE WITH LAWS</u>: FN hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services called for in this Agreement. Furthermore, FN agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.
- 8. <u>COMPLETE AGREEMENT: GENERAL PROVISIONS</u>: This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or

transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year above written.

hv: Mayor Pami	ela D. Panzenbeck, Mayor
oj, maj or ram	ou D. I unconsocia, may of
Frank Notaro, d	/b/a Rock Island Sound
hv.	Frank Notaro

## GLEN COVE SENIOR CENTER MUSICAL PERFORMANCE AGREEMENT

AGREEMENT made as of this\_\_\_\_day of February, 2024, by and between Devotion Music with offices at 43 Malvern Lane, Stony Brook, NY 11790 (hereinafter referred to as "DM"), and the City of Glen Cove, a New York municipal corporation, located at 9 Glen Street, Glen Cove, New York 11542 (hereafter referred to as the "City").

WHEREAS, the City desires to engage DM to provide musical entertainment programs for members of the Glen Cove Senior Center; and

WHEREAS, DM is willing to provide musical entertainment programs at the Glen Cove Senior Center for the benefit of its members on the terms and conditions set forth in this Agreement.

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

- 1. **SCOPE OF WORK:** DM will provide musical entertainers to appear at the Glen Cove Senior Center one (1) time for a Circle of Friends special occasion during 2024.
- 2. <u>COMPENSATION:</u> For the services to be provided by DM, the City will pay \$1,000 total for the event. The City shall not be responsible for any costs or expenses DM may incur to provide the services described herein, and DM shall supply all equipment and materials required to perform the services.
- 3. <u>INDEPENDENT CONTRACTOR</u>: DM understands that during the term of this agreement it is acting as an independent contractor and not as an employee of the City. DM shall have no authority to act as an agent or representative of the City or to enter any financial or other contractual commitment on behalf of the City without the prior written approval of the City. No federal,

state or local income taxes, or payroll taxes of any kind, shall be withheld by the City on behalf of DM, nor shall DM be eligible for or participate in any City employer pension, health, or other fringe benefit plan. No worker's compensation insurance shall be obtained by the City involving DM or any employee of DM. DM will provide worker's compensation for its employees in compliance with all federal and state law.

- 4. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective February 28, 2024, and end December 31, 2024, and may be terminated by either party, with or without cause, upon thirty (30) days written notice.
- 5. **CONFIDENTIALITY**: DM will not directly or indirectly use, divulge, or communicate in any manner any information which is proprietary to the City. DM agrees to treat and maintain as confidential, and not to disclose to any third party or to use for its own benefit, reproduce or have reproduced, any information, document or data obtained, learned, or produced resulting from the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not be unreasonably withheld.
- 6. <u>INSURANCE AND INDEMNITY</u>: DM agrees it shall immediately defend and indemnify the City, its officers, and employees from and against all liabilities that arise out of, pertain to, or relate to this Agreement unless arising out of the City's gross negligence. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigations and administrative expenses; defense costs, including reasonable attorney's fees; court costs; and costs of alternative dispute resolution.

Additionally, DM shall be obligated to defend the City in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, immediately upon tender to DM of the claim in any form, at any stage of an action or proceeding, and whether or not liability is established. An allegation or determination that persons other than DM are responsible for the claim does not

relieve DM from its separate and distinct obligation to defend under this Agreement. 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 DM asserts that liability is caused in whole or in part by the negligence or willful misconduct of the City.

DM shall, at its own cost and expense, procure insurance for the term of this Agreement from companies licensed to do business in the State of New York, to protect the City from claims under the Workers Compensation Law, or to comply with the provisions of said law as a self-insurer, and shall also procure such public liability insurance as will protect the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by DM or anyone directly or indirectly employed by DM. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate coverage and shall name the City of Glen Cove as an additional insured and certificate holder.

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the prior written approval of the City as to adequacy in form and protection.

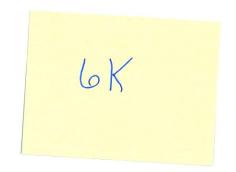
- 7. **COMPLIANCE WITH LAWS**: DM hereby represents that it has all necessary and required licenses from all applicable jurisdictions to provide the services called for in this Agreement. Furthermore, DM agrees to comply with all federal, state, and local laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.
- 8. <u>COMPLETE AGREEMENT: GENERAL PROVISIONS</u>: This Agreement is the complete Agreement between the Parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned, or

transferred except upon the written consent of both parties. All notices by either party shall be effective if sent by certified mail and ordinary mail to the address first above written unless a different address is sooner specified in writing.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year above written.

CITY OF GLEN COV	/E
by: Mayor Pamela D. l	Panzenbeck, Mayor
Devotion Music	
by:	Devotion Music





December 19, 2023

Mr. Michael Yeosock Director of Public Works City of Glen Cove 9 Glen Street Glen Cove, New York 11542

Re:

**HVAC Upgrades at** 

City of Glen Cove Senior Center

Glen Cove, New York

H2M Proposal No.: LP231521

Dear Mr. Yeosock:

H2M architects + engineers (H2M) is pleased to provide this proposal for Professional Engineering services associated with the upgrades to the existing HVAC (heating, ventilating, and air-conditioning) systems at the City of Glen Cove Senior Center.

Based on the above, H2M proposes to provide the following services:

#### TASK 1 - DESIGN SERVICES DURING CONSTRUCTION (DSDC) - ACTIVITY ROOM

1. The Contractor has proposed a design change to the Activity Room, including a dedicated horizontal ducted air handler for the room, outdoor air intake louver, and associated outdoor heat pump unit. This engineering task/effort is for the review of load calculations to provide the Contractor with the required system size parameters including unit CFM, unit tonnage, and louver size. Includes review of Contractor proposed units. Includes rough PDF sketch of the change. Includes Electrical review of the change. Includes a site visit by the Structural Engineer. Includes revision to the already-designed air handler AHU-1B due to addition of the new horizontal ducted unit.

#### FEE SCHEDULE FOR BASE SERVICES AGREEMENT

Task 1 – Design Services During Construction – Activity Room	Not to Exceed:	\$6,325.00
TOTAL ESTIN	NATED FEE:	\$6,325.00

#### HOURLY RATE SCHEDULE

Title	Rate (\$/hr)
Practice Leader	\$261.90
Discipline Engineer	\$202.05
Project Mechanical Engineer	\$155.55
Project Electrical Engineer	\$161.55
Staff Engineer	\$106.05
Administrative	\$100.00

City of Glen Cove H2M Proposal No.: LP231521 December 19, 2023 Page 2 of 2



#### SERVICES EXCLUDED

- Revisions to Bid Documents for the proposed change.
- Any work not specifically outlined above

All terms and conditions shall be as set forth in the agreement for professional engineering services between H2M and the City of Glen Cove dated February 8, 2022.

We appreciate the opportunity to work with the City of Glen Cove on this project. If you have any questions or require further clarification prior to our meeting, please feel free to contact the undersigned at (631) 756-8000, extension 1142.

Very truly yours,

Joseph A. Manzella, P.E., LEED AP Vice President

H2M architects + engineers

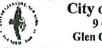
Enclosure

Date:

# Signature: Print Name: Title: Client: City of Glen Cove 9 Glen Street Glen Cove, New York 11542

PROPOSAL AGREED & ACCEPTED BY:

J:\LPS\2023\LP231521 - GLCV - Senior Center - Add DSDC\LP231521 GLCV Sr Ctr HVAC DSDC.docx



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

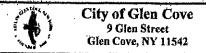
## **BUDGET TRANSF**

6 N

DEPARTMENT: WATER

BUDGET YEAR \_\_\_

A CONTINUE OF THE PROPERTY OF	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
F8300-51101	ANNUAL SALARIES	\$13,930.91	
F8300-51120	HOURLY	,	\$13,930.91
F8300-51140	OVERTIME	\$7,321.17	
F8300-54309	CHEMICALS	\$52,292.84	
F8300-55420	REPAIRS & MAINTENANCE	\$14,366.59	
F8300-57168	HEALTH & DENTAL INSURANCE	\$17,696.40	
F8300-55940	CONTINGENCY RESERVE		\$38,284.00
F8300-55443	TECHNICAL SERVICES		\$20,000.00
F8300-55438	CONTRACTUAL SERVICES		\$15,000.00
F8300-54320	UTILITIES-GAS/ELECTRIC/OIL		\$18,393.00
Reason for Transfer:			
TO TRANSFER	FUNDS BETWEEN FUND LINE	ES WITHIN WA	ATER FUND
9			
		(3)	
Department Head Signa	ture:	Date: FEBR	UARY 7, 2024
City Controller Approva	al:	Date: FEBR	UARY 7, 2024
City Council Approval -	Resolution Number:	Date:	

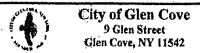


## **BUDGET TRANSFER FORM**

DEPARTMENT: DPW - ADMIN

BUDGET YEAR 2023

******		DODOLL IDA	
		INCREASE BUDGET	DECREASE BUDGET
A1490-51140	OVERTIME	\$33,885	
A1490-54324	GENERAL SUPPLIES	\$485	
A1490-55501	GOURTHOUSE MAINTENANCE	\$315	
A1490-54320	UTILITIES-GAS/ELECTRIC/OIL	·	\$25,000
A1490-54302	BUILDING MATERIALS & SUPPLIES		\$3,000
A1490-55438	CONTRACTUAL SERVICES		\$6,685
		-	
		·	
Reason for Transfer:			
TO RE-A	ALLOCATE UNEXPENDED BU	DGET TO COV	/ER
	IND LINE DEFICITS IN DPW -		
			****
Department Head Signa	ture: Leville January	Date: FEBRU	JARY 20, 2024
City Controller Approva	di January	Date: FEBRU	JARY 20, 2024
City Council Approval –	Resolution Number:	Date:	



## **BUDGET TRANSFER FORM**

DEPARTMENT: DPW-ROADS

BUDGET YEAR 2023

	BUDGET YEAR	
	INCREASE BUDGET	DECREASE BUDGET
OVERTIME	\$7,525	
GENERAL SUPPLIES	\$3,300	· · · · · · · · · · · · · · · · · · ·
STREET LIGHTING CONTRACTORS	\$5,920	
STREET LIGHTING	\$45,800	
BEAUTIFICATION PROGRAM	\$200	
ANNUAL SALARIES		\$62,745
,		
ALLOCATE UNEXPENDED BU	DGET TO COV	/ER
ND LINE DEFICITS IN DPW - I	ROADS DEPAI	RTMENT
		•
ture:	Date: FEBR	JARY 20, 2024
al: Level for for the	Date: FEBRU	JARY 20, 2024
- Resolution Number:	Date:	
	OVERTIME  GENERAL SUPPLIES  STREET LIGHTING CONTRACTORS  STREET LIGHTING  BEAUTIFICATION PROGRAM  ANNUAL SALARIES  ALLOCATE UNEXPENDED BU  ND LINE DEFICITS IN DPW - I	OVERTIME \$7,525  GENERAL SUPPLIES \$3,300  STREET LIGHTING CONTRACTORS \$5,920  STREET LIGHTING \$45,800  BEAUTIFICATION PROGRAM \$200  ANNUAL SALARIES  ALLOCATE UNEXPENDED BUDGET TO CONND LINE DEFICITS IN DPW - ROADS DEPAIL  ture:  Date: FEBRU

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#### **SURRENDER AGREEMENT**

Surrender Agreement made as of the \_\_\_\_\_ day of February 2024 by and between the City of Glen Cove, a New York municipal corporation with offices at 9 Glen Street, Glen Cove, N.Y. ("Landlord") and Helmos, LLC d/b/a The View Grill, a New York limited liability company with offices at 24 Reynolds Road, Glen Cove, N.Y. ("Occupant") and Jeanine DiMenna, residing at 24 Reynolds Road, Glen Cove, N.Y. and Peter Antonopoulos, residing at 19 North Lane, Glen Cove, N.Y. ("Guarantors").

#### WITNESSETH

WHEREAS, Occupant occupies the premises located at 111 Lattingtown Road, Glen Cove, New York 11542 and commonly known as The View Grill Restaurant (the "Premises") under a certain lease with the Landlord dated June 2013 ("Lease"); and

WHEREAS, Occupant desires to vacate and surrender possession of the Premises to the Landlord and Landlord is willing to accept such surrender of possession of the Premises in its present "AS IS" condition; and

**WHEREAS**, Guarantors are the guarantors of the obligations of the Occupant under the Lease, each having signed a personal guarantee of those obligations.

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

- 1. As of the date of this Surrender Agreement Occupant hereby voluntarily, knowingly, and intentionally surrenders any rights to occupancy and/or possession of the Premises to the Landlord under the Lease and delivers the keys to the Premises to the Landlord.
- 2. Landlord hereby accepts possession of the Premises in its present condition "AS IS."
- 3. At the time this Agreement is executed, Occupant has simultaneously paid the Landlord the sum of \$17,500 and has forfeited any and all rights to the \$6,000 security being held by Landlord under the terms of the Lease, all as and for payment in full satisfaction of all past due rent owed by the Occupant to the Landlord and all claims the Landlord may have against the Occupant and the Guarantors respecting the Lease and the occupancy of the Premises under the terms of the Lease. This payment will be held in escrow by the City of Glen Cove City Attorney, Tip Henderson, until such time as this Agreement is formally approved by the Glen Cove City Council and signed by the Mayor, Pamela Panzenbeck.
- 4. Occupant represents it has done nothing which would give anyone a claim against the Premises or the property, furniture and fixtures affixed to and located at the Premises.

- 5. Occupant hereby warrants and represents to Landlord that nothing has been done or suffered by Occupant whereby the Premises or the estate of Occupant in and to said Premises or any part thereof has been encumbered in any way whatsoever, and that Occupant has good and lawful right to surrender the same; and that no one, other than Occupant, has acquired through or under Occupant any right, title or interest in the Premises or any part thereof, or the property, furniture or fixtures located at the Premises, and there is no action, suit, claim or proceeding against, or to the best knowledge of Occupant, threatened against or affecting the Premises. The foregoing covenants, representations and warranties shall survive the surrender of the Premises. Furthermore, in the event any action, suit, claim, or proceeding is commenced against the Landlord respecting any claim, right, encumbrance, or lien against the Premises, the Occupant and/or the Guarantors shall indemnify and hold the Landlord harmless from same inclusive of reimbursement of Landlord's reasonable attorney's fees.
- 5. This Surrender Agreement shall govern Landlord's, Occupant's and Guarantors' rights and obligations subsequent to this surrender.

HELMOS, LLC
By: Jeanine DiMenna, Member
Jeanine DiMenna, Guarantor
Peter Antonopoulos, Guarantor
CITY OF GLEN COVE
By:
Pamela Panzenbeck, Mayor

STATE OF NEW YORK)
) ss.: COUNTY OF NASSAU)
On February, 2024, before me personally came Jeanine DiMenna, to me known, and known to me to be the individual described in, and who executed the foregoing instrument and duly acknowledged to me that she executed the same.
Notary Public
STATE OF NEW YORK)
) ss.: COUNTY OF NASSAU)
On February, 2024, before me personally came Peter Antonopoulos, to me known and known to me to be the individual described in, and who executed the foregoing instrument and duly acknowledged to me that he executed the same.
Notary Public
STATE OF NEW YORK) ) ss.: COUNTY OF NASSAU)
On February, 2024, before me personally came Pamela Panzenbeck, to me known and known to me to be the individual described in, and who executed the foregoing instrument and duly acknowledged to me that he executed the same.
Notary Public