

Resolution offered by Mayor Tenke and seconded by _____

RESOLUTION AUTHORIZING THE CITY OF GLEN COVE TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF NASSAU TO ACCEPT A GRANT IN THE AMOUNT OF \$82,728.00 FOR THE PROCUREMENT OF EQUIPMENT FOR THE GLEN COVE FIRE DEPARTMENT

WHEREAS, the City and the County of Nassau recognizes the need to more efficiently utilize the tax dollars of our residents; and

WHEREAS, County of Nassau would like to make certain resources available to the City of Glen Cove when it is in the public interest; and

WHEREAS, County of Nassau would like to provide certain funds to the City of Glen Cove in the form of a grant in order to purchase Fire Equipment to upgrade the City first response capability in furtherance of the Nassau County Fire Mutual Aid Plan; and

WHEREAS, the City has determined that such a shared resources provides a benefit of the residents of the City and of the County of Nassau; and

WHEREAS, the Mayor of the City of Glen Cove previously executed an inter municipal agreement between the City of Glen Cove and the County of Nassau on January 9, 2017; and

WHEREAS, the City of Glen Cove has not funded the expenditure for said agreement and the City would like to ratify the agreement previously executed therein; and

WHEREAS, the General Municipal Law authorizes municipalities to enter into inter-municipal agreements, and

NOW BE IT THEREFORE RESOLVED the City Council of Glen Cove hereby authorizes the following:

1. The City Council hereby adopt the inter municipal agreement dated January 9, 2017;
2. The Mayor is hereby to enter into a inter-municipal agreement with the County of Nassau for the purchase of said equipment in accordance with the agreement herein.

Resolution offered by Mayor Tenke and seconded by _____

RESOLUTION AUTHORIZING THE CITY OF GLEN COVE TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF NASSAU TO ACCEPT A GRANT IN THE AMOUNT OF \$75,000 FOR THE PROCUREMENT OF A HARBOR PATROL BOAT

WHEREAS, the City and the County of Nassau recognizes the need to more efficiently utilize the tax dollars of our residents; and

WHEREAS, County of Nassau would like to make certain resources available to the City of Glen Cove when it is in the public interest; and

WHEREAS, County of Nassau would like to provide certain funds to the City of Glen Cove in the form of a grant in order to purchase new Harbor Patrol Boat in furtherance of providing support to the Nassau County Police Department Marine Unit; and

WHEREAS, the City has determined that such a shared resources provides a benefit of the residents of the City and of the County of Nassau; and

WHEREAS, the Mayor of the City of Glen Cove previously executed an inter municipal agreement between the City of Glen Cove and the County of Nassau on December 1, 2015; and

WHEREAS, the City of Glen Cove has not funded the expenditure for said agreement and the City would like to ratify the agreement previously executed therein; and

WHEREAS, the General Municipal Law authorizes municipalities to enter into inter-municipal agreements, and

NOW BE IT THEREFORE RESOLVED the City Council of Glen Cove hereby authorizes the following:

1. The City Council hereby adopt the inter municipal agreement dated December 1, 2015;
2. The Mayor is hereby to enter into a new inter-municipal agreement if required with the County of Nassau for the purchase of said equipment in accordance with the terms of agreement therein;

Resolution offered by Mayor Tenke and seconded by _____

RESOLUTION AUTHORIZING THE CITY OF GLEN COVE TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF NASSAU TO ACCEPT A GRANT IN THE AMOUNT OF \$37,500 FOR THE PROCUREMENT OF A BUS FOR THE GLEN COVE SENIOR CENTER

WHEREAS, the City and the County of Nassau recognizes the need to more efficiently utilize the tax dollars of our residents; and

WHEREAS, County of Nassau would like to make certain resources available to the City of Glen Cove when it is in the public interest; and

WHEREAS, County of Nassau would like to provide certain funds to the City of Glen Cove in the form of a grant in order to purchase a new bus for benefit of our senior center and in furtherance of providing support to the County's office of the aging mission; and

WHEREAS, the City has determined that such a shared resources provides a benefit of the residents of the City and of the County of Nassau; and

WHEREAS, the Mayor of the City of Glen Cove previously executed an inter municipal agreement between the City of Glen Cove and the County of Nassau on February 22, 2015; and

WHEREAS, the City of Glen Cove has not funded the expenditure for said agreement and the City would like to ratify the agreement previously executed therein; and

WHEREAS, the General Municipal Law authorizes municipalities to enter into inter-municipal agreements, and

NOW BE IT THEREFORE RESOLVED the City Council of Glen Cove hereby authorizes the following:

1. The City Council hereby adopt the inter municipal agreement dated February 22, 2015;
2. The Mayor is hereby to enter into a new inter-municipal agreement if required with the County of Nassau for the purchase of said equipment in accordance with the terms of agreement therein;

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with CPG Consulting LLC, for special investigative and code enforcement services, for a fee not to exceed \$65.00 per hour, maximum of 60 hours per month, effective through December 31, 2018.

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes an addendum to the agreement by and between the City of Glen Cove and CSEA, Local 1000 AFSCME, AFL-CIO, Article III Hours of Work, Section 1, regarding work-day hours for fire dispatchers.

Resolution 6F

Resolution offered by Mayor Tenke and seconded by _____

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

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Yvonne Jennett	17-2586	\$1,062.18
Nelson Navas	17-2590	\$369-28
Domenico Grella	17-2593	\$217.25

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize the Ancient Order of Hibernians to hold their annual “St. Patrick’s Day Parade” on March 18, 2018 and the closing of Forest Avenue, School Street, Glen Street and Pearsall Avenue.

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for bids for fire-works displays; and

WHEREAS, Fireworks by Grucci submitted the lowest responsible bid; and

WHEREAS, it is in the best interest of the City to accept such bid; and

NOW, THEREFORE, BE IT RESOLVED, that the Purchasing Agent is hereby authorized to accept the lowest responsible bid of Fireworks by Grucci, in the amount of \$23,450 for May 24, 2018 show with a rain date of May 27, 2018 and \$32,450 for July 4, 2018 show with a rain date of July 5, 2018.

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Louis A. Saulino as full-time Director of Public Works, with Public Works Department, at an annual salary of \$140,000 effective February 14, 2018.

Budget Line A1490-51101

Resolution 7B-1

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Daniel S. Ermmarino as full-time Water Distribution Operator, with the Water Department, at an annual salary of \$47,857 (Grade 9 Step 3) effective February 14, 2018.

Budget Line F8300-51101

Resolution 7B-2

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Kevin S. Basile as full-time Water Distribution Operator, with the Water Department, at an annual salary of \$46,726 (Grade 9 Step 2) effective February 14, 2018.

Budget Line F8300-51101

Resolution 7B-3

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints James Matthews as full-time Water Distribution Operator Trainee, with the Water Department, at an annual salary of \$43,117 (Grade 8 Step 0) effective February 14, 2018.

Budget Line F8300-51101

Resolution 7C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Valerie A. Vitale, Raquel Williams and Pallavi Mangal as part-time Youth Services Workers, with the Youth Bureau, at \$9.00 per hour effective February 14, 2018.

Budget Line A7050-51123

Resolution 8A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Rocco Totino to the Zoning Board of Appeals, to replace remaining appointed term of Anthony Tripp, effective February 14, 2018 through December 15, 2020.

Resolution 9A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amends the hourly salary of Danuta Fazzalari, with the Mayor's Office, from \$15.00 to \$17.00, retroactive to January 1, 2018.

Resolution 9B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amends the annual salary of Michael DiLeo, City Marshal, from \$7,000 to \$8,500, retroactive to January 1, 2018.

ADDENDUM TO

AGREEMENT
BY AND BETWEEN THE
CITY OF GLEN COVE
AND
CSEA, LOCAL 1000 AFSCME,
AFL-CIO
JANUARY 1, 2015 – DECEMBER 31, 2019

ARTICLE III HOURS OF WORK SECTION 1.

CURRENT:

Fire Dispatchers work eight hour days for four days and then are 48 hours off on a rotating basis. They receive night differential and holiday pay, even when off.

EMS employees work seven non-rotating twelve hour shifts over a 14 day period for which they receive 80 hours of regular pay and 4 hours of overtime pay. They receive night differential and holiday pay, even when off.

REPLACE WITH:

Fire Dispatchers and EMS employees work seven non-rotating twelve hour shifts over a 14 day period for which they receive 80 hours of regular pay and 4 hours of overtime pay. They receive night differential and holiday pay, even when off. Night differential is paid for all tours between the hours of 4:00PM and 8:00AM. These employees are permitted to work a maximum tour of 16 hours on with at least eight hours off between tours, except during emergencies.

This addendum, to the "Agreement by and between the City of Glen Cove and CSEA, Local 1000 AFSCME, AFL-CIO" Article III Hours of Work, Section 1. (Fire Dispatchers) shall take effect for the first pay period commencing March, 2018 .

AGREED AND ACCEPTED
February _____, 2018

By: _____
Hon. Timothy Tenke, Mayor

By: _____
Martin T. Cook, City of Glen Cove Unit President

By: _____
Thomas A. Kenary, Jr., Senior Fire Alarm Dispatcher

PROFESSIONAL CONSULTING AGREEMENT

AGREEMENT made as of the ____ day of _____, 2018, by CPG Consulting LLC. at 5 Wilshire Drive, Syosset, New York 11791 (hereafter referred to as "Consultant"), and the City of Glen Cove, a municipal corporation, duly organized in the County of Nassau and State of New York (hereafter referred to as the "City") at 9 Glen Street, Glen Cove, New York 11542;

WHEREAS, the City and Consultant desire to enter into an agreement for the performance by Consultant of professional investigative services in connection with certain activities being conducted within the City, including but not limited, to assist the City's code enforcement division with investigative support for its housing litigation and prosecution and investigative needs of the office of the City Attorney;

WHEREAS, there is need for the City and the City attorney to have investigative services available in connection with certain activities being conducted within the City, to assist the City attorney in providing support for its litigation, which have an impact on the City herein;

NOW, THEREFORE, in consideration of the obligations hereafter set forth herein, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** Consultant shall be under the supervision and be directly responsible to the Mayor of the City. Consultant shall regularly report and consult with the Mayor or his designee with regard to the services it renders pursuant to this Agreement. Consultant shall use its best efforts to perform professional investigative services and other related duties, including the rendering of such progress and final reports in such form and content as may be requested in writing from time to time by the Mayor or City Attorney, including but not limited to the following:

A. Consultant shall be retained as a special investigator to provide investigative services to the City. The services shall include any callouts requests received by the Glen Cove Police Department or other City agencies for investigative services needed after normal work hours herein;

B. Consultant shall provide services to the City for a maximum Sixty (60) hours per month under this agreement. The parties agree that the Consultant shall obtain the approval of the Mayor for any hours worked over the maximum hours provided by this agreement.

C. The City agrees to compensate Consultant at rate of Sixty- Five (\$65.00) Dollars per hour.

D. In addition to consulting, additional responsibilities will include, being the liaison to assist the Police Department in overseeing code enforcement. As a liaison, duties will include collect performance data, implement assignments, coordinate and advise on investigations, provide training and assist with the administration of code enforcement. The consultant will act solely on an advisory basis and is not empowered to make any organizational decisions without the direct authorization of the Chief of Police or his designee.

2. **INDEPENDENT CONTRACTOR:** Under this Agreement, Consultant shall at all times act as an independent professional contractor and not as an employee of the City. Consultant shall have no authority to act as an agent or representative of the City or to enter into any financial or other contractual commitment on behalf of the City.

3. **DUTIES OF THE CITY:** City shall not be obligated, but shall use its best efforts to furnish Consultant with office space within the building or other buildings owned by the City for the consultant to provide the services to the City herein.

4. **PAYMENT FOR SERVICES:**

(A) The Consultant shall work a maximum Sixty (60) hours per month. The hourly rate shall be \$65.00 per hour for services performed by consultant. Any hours of work over the maximum hours per month shall also be billed at rate \$65.00 per hour.

(B) Rendition of Invoices and payment of fees will be made upon the submission by Consultant to the City Controller of invoices in the form prescribed by the City. Such invoices shall specify in detail the periods for which fees are claimed and the services performed. Fractional periods shall be paid on a pro-rated basis.

5. **EFFECTIVE DATE & TERMINATION:** This Agreement shall be effective from February 14, 2018 to December 31, 2018 unless sooner terminated as provided herein. The City shall have the right to extend this agreement for one(1) additional year upon thirty (30) days written notice to the Consultant prior to expiration herein. The parties further agree that this agreement may be terminated with or without cause, for any reason whatsoever and at any time, by either party upon thirty (30) days written notice to the other.

6. **CONFLICTS OF INTEREST:** Consultant represents that neither he or his firm is now performing or will perform during the period of effectiveness of this Agreement, any consulting or other services for any person, firm or corporation which results or might result in a conflict of interest between Consultant and the City, directly or indirectly. Consultant agrees promptly to disclose any and all such conflicts of interest in writing to the City, giving full particulars.

7. **TITLE TO DATA AND PROPERTY PRODUCED BY CONSULTANT:** Consultant agrees that title to and all rights and other legal interest in all correspondence, memoranda, records, data, analyses, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively with the City. Consultant shall not have the right to sell, disclose or make same available to third parties without the prior written consent of the City.

8. CONFIDENTIALITY: Consultant agrees to treat and maintain as confidential and not to disclose to any third party or use for his own benefit any information or other such document or data obtained, learned or produced as a result of the services rendered hereunder (except to the extent required by law) without prior written consent of the City.

9. INSURANCE AND INDEMNITY: The City shall and does hereby agree to indemnify, defend and hold Consultant harmless from any and all suits, claims, expenses, costs damages liability including reasonable attorney fees, arising out of the acts of the City's employees, agent, representatives, subcontractors, whether concerning property damage, personal injury or monetary claims herein with the exception of the willful, intentional, unlawful or wrongful acts of the Consultant.

Consultant shall maintain for the duration of this agreement, a surety bond in the form annexed to this agreement. All fees or premiums for the bond shall be the responsibility of the consultant.

Consultant 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 Consultant 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 Consultant and the City from any claims for damages to property and for personal injuries, including death, which may arise from the services provided by consultant or anyone directly or indirectly employed by Consultant. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000) Dollars per occurrence and shall name the City of Glen Cove as an "additional insured".

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.

Consultant shall pay all lawful costs and charges incurred by Consultant in the performance of services hereunder, whether or not reimbursed to Consultant by the City, including, but not limited to, salaries and wages of Consultant's employees (the latter in accordance with applicable minimum wage laws), and shall procure and maintain such Disability and Unemployment insurance as required by law.

10. COMPLIANCE WITH LAWS: Consultant hereby represents that he is a licensed private investigator. Consultant agrees to comply with the laws of the State of New York laws and all 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.

11. COMPLETE AGREEMENT: GENERAL PROVISIONS: This Agreement is hereby deemed to be complete 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 hereto. All notices by either party to the other required or permitted hereunder shall be effective if sent by ordinary mail to the other party at the address first above written, unless a

different address be sooner specified in writing and this Agreement may not be assigned or transferred by Consultant without prior written consent of the City.

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

THE CITY OF GLEN COVE

By: Mayor Tim Tenke

CPG CONSULTING LLC.
Chris Grella-Member