

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**LOCAL LAW 01 - 2018**  
**A LOCAL LAW AMENDING SECTION §C9-2(c) OF THE**  
**GLEN COVE CITY CHARTER REGARDING THE TAXABLE**  
**STATUS OF REAL PROPERTY**

**Section 1: Legislative Intent and Purpose.**

To amend a section of the Glen Cove City Charter 9-2(c) as it relates to the taxable status date and valuation of all real property in the City of Glen Cove. The City Council believes that after comprehensive review of the Glen Cove City Charter, the Charter should be amended to reflect and adopt the recommendations of the Glen Cove City Assessor as it relates to the assessment of all real property. The City Council further finds that moving the taxable status date will allow residents greater time to file for exemptions.

**Section 2: Authority.**

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c) (1).

**Section 3: Legislation:**

**BE IT ENACTED** as follows:

The City Council hereby makes the following amendments to the Glen Cove City Charter:  
(Underlined text is to be added and struck through text is to be deleted)

**Delete:**

**Sec. C9-2(c). Change in Taxable Status and Valuation date.**

**C.**

~~The taxable status of real property shall be determined annually as of the 2nd day of January commencing with January 2, 2010. In the event January 2nd is a Saturday or Sunday, the determination shall be made on the next succeeding business day.~~

**Add:**

**Sec. 9-2(c). Change in Taxable Status and Valuation date.**

**C.**

The valuation date of all real property by the City of Glen Cove shall be determined annually as of July 1<sup>st</sup> of the preceding year. The taxable status of real property shall be determined annually as of May 1.

**Section 4:** This local law shall take effect upon its filing with the New York Secretary of State.

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY OF GLEN COVE TO ACCEPT A GRANT  
IN THE AMOUNT OF \$500,000.00 FROM THE DORMITORY AUTHORITY OF THE  
STATE OF NEW YORK PROJECT ID# 9147**

**WHEREAS**, the Glen Cove Community Development (“CDA”) applied for a grant with the Dormitory Authority of the State of New York (“DASNY”) and the State Municipal Facilities Program (“SAM”) on behalf of the City of Glen Cove (“City”) in order to receive funding to make certain repairs or upgrades to Brewster Street Garage in 2017; and

**WHEREAS**, the CDA working in conjunction with the City has been awarded a grant in the amount of \$500,000.00 from DASNY to make improvements and repairs to the Brewster Street Garage; and

**WHEREAS**, the CDA will be responsible for administering the grant herein; and

**NOW HEREBY BE IT RESOLVED,**

1. The City of Glen Cove is hereby authorized to accept the grant from DASNY in order to make improvements and repairs to the Brewster Street garage in the amount of \$500,000.00;
2. The Mayor is hereby authorized to enter and execute a Grant Disbursement Agreement (“GDA”) with DASNY regarding the administration of the grant herein.

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**RESOLUTION OF THE GLEN COVE CITY COUNCIL  
AUTHORIZING THE MAYOR OF THE CITY OF GLEN COVE  
TO ENTER INTO AN AMENDED SEWER MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the City of Glen Cove received final approvals from the New York State Department of Transportation (“NYSDOT”) (DOT PIN# 0759.34) in connection with the Reconstruction of Herb Hill Road and Garvies Point Road (the “Road Project”); and

**WHEREAS**, RXR Glen Isle Partners LLC (the “Redeveloper”) is pursuing a mixed-use waterfront redevelopment known as Garvies Point, encompassing approximately 56-acres on the north side of Glen Cove Creek (the “Waterfront Project”); and

**WHEREAS**, the Road Project is intended to improve Garvies Point Road and Herb Hill Road to facilitate access to the Waterfront Project, and the waterfront area in general; and

**WHEREAS**, certain sewer improvements are proposed as part of the Road Project and Waterfront Project, including, but not limited to, with respect to a new gravity main and pump station (collectively, the “Sewer Improvements”); and

**WHEREAS**, the City, Redeveloper, and Nassau County Department of Public Works (collectively, the “Parties”) entered into a Memorandum of Understanding, dated July 14, 2015, to clarify and confirm certain matters with respect to the Sewer Improvements as a condition of NYSDOT providing its final approval of the Road Project (the “MOU”); and

**WHEREAS**, the Parties desire to amend the MOU, and a form of the proposed Amendment to Memorandum of Understanding has been presented to the Members of the City Council for their consideration; and

**WHEREAS**, the Road and Waterfront Projects have already undergone full independent environmental reviews pursuant to the New York State Environmental Quality Review Act (“SEQRA”), and no further action is required under SEQRA to enter into the Amendment to Memorandum of Understanding; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GLEN COVE CITY COUNCIL, AS FOLLOWS:**

Section 1. The Amendment to Memorandum of Understanding, in the form presented to the Members of the Glen Cove City Council at this meeting, together with such non-material changes as the Mayor may hereafter deem necessary or appropriate, including, but not limited to, any final changes required by NYSDOT and/or Nassau County, is hereby approved.

Section 2. The Mayor of the City of Glen Cove is hereby authorized, on behalf of the City of Glen Cove, to execute the Amendment to Memorandum of Understanding and deliver any documentation necessary to effectuate the acts authorized by this Resolution.

Section 3. The execution of the Amendment to Memorandum of Understanding by the Mayor shall evidence the Council’s approval of the terms thereof.

Section 4. The City Council determines that the proposed action for a previously approved and unchanged project is a Type II Action pursuant to SEQRA, involving “continuing agency administration,” which does not involve “new programs or major reordering of priorities that may affect the environment” (6 N.Y.C.R.R. §617.5(c)(20)), and therefore no findings or determination of significance are required under SEQRA.

Section 5. This Resolution shall take effect immediately.

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY OF GLEN COVE (SUBRECIPIENT) AND GLEN COVE COMMUNITY DEVELOPMENT AGENCY, ACTING AS AGENT FOR THE CITY, TO EXECUTE AMENDMENT NUMBER ONE FOR THE 43<sup>RD</sup> YEAR (2017-2018) COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT #: CQHI17000027 FOR SUBMISSION TO THE NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT**

**WHEREAS**, the City of Glen Cove (subrecipient) and Glen Cove Community Development Agency (agent) have entered into a contract with Nassau County CQHI17000027 for approved activities to be undertaken under the 2017-2018 (43<sup>rd</sup> Year) Community Development Block Grant (CDBG); and

**WHEREAS**, La Fuerza Unida, Inc. of Glen Cove requested to change the scope of their public service program under the CDBG 43<sup>rd</sup> year **from:** Latino Immersion Process of expanded ESL for 21 and younger to take the Test Assessing Secondary Completion (TSC) in Spanish. The requested change is due to low enrollment of the program.

**WHEREAS**, due to high incidence of homelessness and eviction/illegal housing, La Fuerza requested to amend its program **to:** Tenant Education and Homelessness Prevention Counseling program. This program will provide a balanced approach between tenant rights, offer assistance communicating with existing landlords, lease interpretation, terms, occupancy and property care, payments, receipts, renewals and increases. The service will also help walk-in clients with specific services such as eviction prevention, relocation assistance, and homelessness diversion. The program amount will not change at \$5,000.00 and it will pay the staff salaries and cost of materials associated with program delivery.

**WHEREAS**, Nassau County has approved amendment number one to the original agreement which was executed March 2, 2018, to reflect a change in the public service activity GC43-07D in the amount of \$5,000.00.

**NOW THEREFORE BE IT RESOLVED** that Mayor Timothy Tenke is hereby authorized to execute CDBG contract amendment number one #CQHI17000027 for the 43<sup>rd</sup> year for approval by the Glen Cove City Council and submission to Nassau County Office of Community Development.

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into a contract agreement with Total Technology Solutions to provide Essential Support Plan Offering, effective April 1, 2018 through July 31, 2018, in the amount of \$10,237.50 per month.

Resolution 6F

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into a contract agreement with Total Technology Solutions to provide Essential Support Plan Offering, effective through November 28, 2018, in the amount of \$4,000 per month.

Resolution 6G

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby approve Budget Transfers and Amendments as submitted and reviewed by the City Controller.

(See Attached)

Resolution 6H

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into agreement with Glen Cove Downtown District Management Association, Inc., d/b/a Glen Cove Downtown Business Improvement District (BID) to guide and direct the parties respecting their affiliation and working relationship and the BID's obligation to produce the 2018 Downtown Sounds Concert Series, in an amount not to exceed \$25,000 annually.

Resolution 6I

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to enter into an Inter-Municipal Agreement with the County of Nassau for use of a Showmobile at the 2018 Glen Cove Downtown Sounds, July 6, 2018 through August 31, 2018, in an amount not to exceed \$2,700.

Resolution 6J

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Glen Cove Volunteer Fire Department along with New York Autofest Car Club to host a car show, the second and

fourth Thursdays of the month, from May 3, 2018 to September 27, 2018, with rain dates following those Thursdays, and closing of Glen Street, Bridge Street and School Street, 5:00 p.m. through 10:00 p.m.

Resolution 6K

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby adopts a Social Media Policy and for the City of Glen Cove employees as attached herewith.

(See Attached)

Resolution 6L

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes St. Boniface Martyr Church to erect lawn signs May 3, 2018 through May 22, 2018, to advertise their annual “Feast by the Shore at Tappen Beach”.

Resolution 6M

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes the Glen Cove 350<sup>th</sup> Anniversary Committee to erect lawn signs May 9, 2018 through May 28, 2018, to advertise “Downtown Street Fair”.

Resolution 6N

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby authorizes All Saints Regional Catholic School to erect lawn signs May 18, 2018 through June 5, 2018, to advertise “Annual Tag Sale”.

Resolution 7A

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoint the following persons to Parks and Recreation as indicated:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>	<u>Budget Line</u>
Paul Orzel	Seasonal Laborer	\$9.00 per hour	4/25/18 – 11/30/18	CR 7140-51120
Michael Manzione	Seasonal Laborer	\$9.50 per hour	5/1/18 – 11/30/18	CR 7140-51120
Erin Moore	Recreation Leader	\$10.50 per hour	5/1/18 – 11/30/18	CR 7140-51120

Resolution 7B

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoints Keith Brussel as Seasonal Laborer, \$12.50 per hour, effective June 15, 2018 through November 30, 2018.

Budget Line: CR 7140-51121

Resolution 7C

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoint the following persons to the Youth Bureau, as indicated:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>	<u>Budget Line</u>
Natalie Tenke	Youth Service Worker	\$16.00 per hour	5/1/18 – 11/1/18	A7050-51120
Katherine Willson	Youth Service Worker	\$11.00 per hour	5/1/18 – 11/1/18	A7050-51120
Brittany Brown	Youth Service Worker	\$11.00 per hour	5/1/18 – 11/1/18	A7050-51120
Michael Brown	Youth Service Worker	\$11.00 per hour	5/1/18 – 11/1/18	A7050-51120
Blakelee Woods	Youth Service Worker	\$9.00 per hour	4/24/2018	A7050-51123

Resolution 7D

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoints Anne L. LaMorte as part-time Harbor Master, with Harbor Patrol, at \$8.00 per hour effective April 24, 2018.

Budget Line: A5720-51120

Resolution 7E

Resolution offered by Mayor Tenke and seconded by \_\_\_\_\_

**BE IT RESOLVED**, that the City Council hereby appoints Frank R. Riolo as part-time Cashier, with the Golf Course, at \$8.25 per hour effective April 25, 2018.

Budget Line: CR7180-51120



## **AMENDMENT TO MEMORANDUM OF UNDERSTANDING**

This **AMENDMENT TO MEMORANDUM OF UNDERSTANDING** (the “Agreement”), dated as of April \_\_, 2018, is by and between the **NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**, a duly organized agency of the County of Nassau existing by and under the laws of the State of New York and the County of Nassau, having its office at 1194 Prospect Avenue, Westbury, New York 11590 (“NCDPW”), the **CITY OF GLEN COVE**, a municipal corporation of the State of New York, having its office at 9-13 Glen Street, Glen Cove, New York 11542 (“City”), and **RXR GLEN ISLE PARTNERS LLC**, a limited liability company organized and existing under the Laws of the State of Delaware and authorized to do business in the State of New York, having an office for the transaction of business at 625 RXR Plaza, Uniondale, New York 11747 (“Redeveloper”) (collectively, the “Parties”).

WHEREAS, the City of Glen Cove received final approvals from the New York State Department of Transportation (“DOT”) (DOT PIN# 0759.34) in connection with the Reconstruction of Herb Hill Road and Garvies Point Road, located in the City of Glen Cove, Nassau County, New York (the “Road Project”); and

WHEREAS, the Redeveloper is pursuing a mixed-use waterfront redevelopment known as Garvies Point, encompassing approximately 56-acres on the north side of Glen Cove Creek, in the City of Glen Cove (the “Waterfront Project”); and

WHEREAS, the Road Project is intended to improve Garvies Point Road and Herb Hill Road to facilitate access to the Waterfront Project, and the waterfront area in general; and

WHEREAS, there currently exists a sewage pump station (the “Existing Pump Station”) on Nassau County Tax Map Section 21, Block A, Lot 16, which Lot is owned by the Redeveloper; and

WHEREAS, the Existing Pump Station is owned by Nassau County, and is operated and maintained by NCDPW pursuant to an existing sanitary sewer easement; and

WHEREAS, the Parties entered into a Memorandum of Understanding, dated July 14, 2015 (the “MOU”), regarding the Parties’ rights and obligations with respect to various sewer improvements to be installed as part of the Road Project (the “Sewer Improvements”); and

WHEREAS, the design of the Sewer Improvements has been revised by, among other things, (i) eliminating the previously approved Force Main, Intermediate Pump Station and Relocated Pump Station (as those terms are defined in the MOU), and (ii) proposing the construction of a new pump station (the “New Pump Station”) in the same general location as the Existing Pump Station; and

WHEREAS, the Parties are desirous of entering into this Agreement in order to clarify and amend the original MOU to reflect the revisions in the design of the Sewer Improvements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree, as follows:

1. As part of the Road Project, the City shall install a new gravity main ("Gravity Main") within the public right-of-way, and dedicate the Gravity Main to Nassau County.

2. The Gravity Main shall remain out-of-service until such time as the Existing Pump Station is replaced by the New Pump Station in the same general location as the Existing Pump Station.

3. The Gravity Main and New Pump Station are designed to operate together as a new sewer system to provide sewer service in the future to the Waterfront Project and potentially other nearby properties.

4. NCDPW has reviewed the current sewer drawings regarding the Gravity Main to be installed as part of the Road Project, specifically Drawing Nos. SST-1 and SST-2, and SS-1 through SS-15, prepared by PS&S Engineering, P.C., last revised April 18, 2018, and NCDPW believes that such drawings are acceptable for approval, provided that the New Pump Station shall be designed and installed at the Redeveloper's sole cost and in accordance with specifications and standards established by NCDPW.

5. Redeveloper shall dedicate the infrastructure associated with the New Pump Station (not the underlying property) to Nassau County, and the County shall submit the proposed dedication of the infrastructure associated with the New Pump Station to the Nassau County Legislature for its consideration provided that the conditions in Paragraph 4 of this Agreement are satisfied, and subject to appropriate access and easement agreements.

6. Redeveloper shall have no cost or other obligations with respect to the operation and maintenance of the New Pump Station and Gravity Main.

7. NCDPW shall operate and maintain at its sole cost the New Pump Station.

8. NCDPW shall operate and maintain at its sole cost the Gravity Main.

9. Upon County approval of the construction and testing of the Gravity Main, the City shall dedicate the Gravity Main to Nassau County, and the County shall submit the proposed dedication of the Gravity Main to the Nassau County Legislature for its consideration. The City shall have no cost or other obligations with respect to the operation and maintenance of the Gravity Main and New Pump Station.

10. The Gravity Main and New Pump Station shall not be used or operated until such time as NCDPW issues final approval of the construction of these elements of the new sanitary sewer system.

11. In the interim, with respect to the sanitary sewer infrastructure serving the first phase of the Waterfront Project, NCDPW issued a Sanitary Sewer Availability Letter, dated July 9, 2014, which confirmed that Phase I of the Waterfront Project (i.e., Block H, Block I, Angler's Club and Marina Support Building) could connect to the existing sanitary sewer system, provided that the Redeveloper installs two (2) new pumps of a size and design specification established by NCDPW at the Existing Pump Station, together with other minor upgrades to this facility and the submission and approval of sewer connection permit applications (collectively, "Phase I Sewer Improvements"); and

12. The Phase I Sewer Improvements would be dedicated to Nassau County, and operated and maintained by NCDPW; and

13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any conflicts hereunder.

14. This Agreement shall be binding upon the Parties and all successors and assigns in perpetuity.

15. Each Party hereto shall do all acts and things and make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

16. Neither this Agreement nor any provisions hereof may be changed, modified, amended, supplemented, altered, waived, discharged or terminated orally, except by an instrument in writing signed by the party against who enforcement of the change, modification, amendment, supplement, alteration, waiver, discharge or termination is sought.

17. All terms and condition set forth in the MOU are incorporated herein by referenced and are in full force and effect, except to the extent they are modified or amended as set forth in this Agreement.

18. In the event there is any conflict between the terms of the MOU and this Agreement, the terms of this Agreement shall govern and control.

19. This Agreement may be executed in counterparts by the Parties, and each part will be considered the original. Facsimile or electronic signatures shall be deemed original signatures for purposes of this Agreement.

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

**NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS**

By: \_\_\_\_\_  
Kenneth Arnold, P.E., Commissioner

Dated: \_\_\_\_\_

**CITY OF GLEN COVE**

By: \_\_\_\_\_  
Timothy Tenke, Mayor

Dated: \_\_\_\_\_

**RXR GLEN ISLE PARTNERS LLC**

By: RXR Glen Isle Holdings LLC, Manager

By: RXR Fund II Glen Isle Investor, LLC, Member

By: \_\_\_\_\_  
Frank Adipietro, Authorized Person

Dated: \_\_\_\_\_

By: RXR GLEN ISLE MANAGER, LLC, Manager

By: \_\_\_\_\_  
Frank Adipietro, Authorized Person

Dated: \_\_\_\_\_

**POSILLICO MANAGEMENT AT GLEN ISLE LLC, Manager**

By: \_\_\_\_\_  
Michael J. Posillico, Manager

Dated: \_\_\_\_\_

**COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT**

**BETWEEN THE COUNTY OF NASSAU**

**AND**

**CITY OF GLEN COVE**

**AND**

**CITY OF GLEN COVE COMMUNITY DEVELOPMENT AGENCY**

**AMENDMENT NO. ONE**

THIS AGREEMENT, dated as of \_\_\_\_\_ (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), entered into by and between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Office of Housing and Community Development having its principal office at 40 Main Street, 1st Floor, Hempstead, NY 11550 (the "OHCD"), and (ii) the **City of Glen Cove**, a municipal corporation duly formed under the laws of the State of New York, (the "Subrecipient"), acting through its Mayor, having its office at 9 Glen Street, 3<sup>rd</sup> Floor, Glen Cove, New York 11542, and it's agent, (iii) **The City of Glen Cove Community Development Agency**, a corporation duly formed under the laws of the State of New York and having its principal place of business at 9 Glen Street, Glen Cove, New York 11542 (the "CDA").

**WITNESSETH:**

WHEREAS, pursuant to County contract number CQHI17000027 between the County and the **City of Glen Cove**, executed on behalf of the County on March 2, 2018 (the "Original Agreement"), the Subrecipient performs certain activities for the County in connection with Community Development Block Grant Program, which activities are more fully described in the Original Agreement (see the "Activities");

WHEREAS, the term of the Original Agreement was from September 1, 2017 and terminate on August 31, 2021 (the "Original Term");

WHEREAS, the County and the Subrecipient desire to amend the Activity set forth in the budget attached as Amended Exhibit A to amend the scope of services for "Public Service – La Fuerza Unida, Inc." in order to undertake eligible community development activities.

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

1. Maximum Amount. The Maximum Amount that the County agreed to grant to Subrecipient for Services under the Original Agreement shall remain Three Hundred Seventy Five Thousand Dollars (\$375,000.00) (the "Maximum Amount"); and

2. Budget. The budget referred to in **Exhibit A** annexed to the Original Agreement and any amendment thereafter is hereby amended by the terms of this Amendment as set forth in Amended **Exhibit A** attached hereto (the "Amended Budget").

3. Compliance With Law. Section 8 of the Original Agreement is hereby amended to add the following subsections:

(c) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Subrecipient shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Subrecipient on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Subrecipient shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(d) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Subrecipient has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Subrecipient employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Subrecipient shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

4. Payment Terms. Amounts paid by the County to the Subrecipient under the Amendment shall be on a reimbursement basis in accordance with the Original Agreement and shall not in the aggregate exceed the Maximum Amount.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment, including the Amended **Exhibit A**, shall remain in full force and effect and govern the relationship of the parties for the remaining term.

6. Executory Clause. Notwithstanding any other provision of this Amendment:

(a) Approval and Execution. The County shall have no liability under the Original Agreement or this Amendment (including any extension or other modification of

this Amendment) to any Person unless (i) all relevant and required County approvals have been obtained, including, if required approval by the County Legislature, and (ii) this Amendment has been executed by the County Executive (as defined in this Amendment) or the Chief Deputy County Executive.

(b) Availability of Funds. The County shall have no liability under the Original Agreement or this Amendment (including any extension or other modification of this Amendment) to any Person beyond funds appropriated or otherwise lawfully available for the Amendment, and, if any portion of the funds for this Amendment are from the State and/or Federal Governments, then beyond funds available to the County from the State and/or Federal Governments.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the Subrecipient and the County have executed this Agreement as of the date first above written.

**CITY OF GLEN COVE**

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

Name: Timothy Tenke

Title: Mayor

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

**CITY OF GLEN COVE CDA**

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

Name: Ann S. Fangmann, AICP

Title: Executive Director

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

**NASSAU COUNTY**

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

Name:

Title:

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

PLEASE EXECUTE IN BLUE INK

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

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

**Amended Exhibit A**

**Amended Budget**

The total budget under this contract is Three Hundred Seventy-Five Thousand Dollars (\$375,000.00)

GC43-01	Administration	Funds to be used for administration and oversight of the CDBG program. This includes salaries and benefits of CDA Agency staff, office supplies and other related administrative expenses associated with project delivery costs of program staff to administer both municipal and public service agency programs on behalf of the City of Glen Cove.	\$56,000.00
GC43-02	Commercial Rehabilitation	Funds will be used for the renovation of storefronts in the Downtown Central Business District, Garvies Point Urban Renewal Area, and areas in the Brownfield Opportunity Area located along Sea Cliff Avenue and Cedar Swamp Road. The program is a matching grant. Funds may also be used for architectural services including feasibility, design, and oversight of projects, and purchase and installation of signage, lighting, awnings, and building materials such as windows and doors. The agency will continue its sign program and will reimburse an approved, eligible sign up to \$1,500.00 (not to exceed 50% of the total cost of the sign). The sign program is available to all businesses with a DUNS number in eligible census tract areas. Funding request includes salaries, benefits, expenses, and project delivery costs of program staff. Funding request includes salaries, benefits, expenses and project delivery costs of program staff. Approximately 3-5 businesses will be rehabilitated.	\$25,000.00

GC43-03	Disposition	Funds to be used for disposition activities in two (2) Urban Renewal Project areas: Downtown Central Business District and the Orchard Brownfield Opportunity Area (BOA), including the south side of Glen Cove Creek/Morris Avenue. The work shall include, but not limited to, survey work, inventory of properties, title work, appraisals, environmental assessments, engineering and legal fees and other costs related to the disposition of properties. The prospective properties will be slated for affordable housing, recreational and/or special economic development projects in these areas. Requested funding includes salaries, benefits, expenses and project delivery costs of program staff. Accomplishments to be determined.	\$93,000.00
GC43-04	Residential Rehabilitation - Single Family	Maintain the stock of affordable housing by the provision of loans and/or grants to seniors age 60+ or disabled residents of low and moderate income homeowners to eliminate code violations and make other needed improvements to their homes. Funding includes salaries, benefits, expenses and project delivery costs of program staff. Approximately two (2) homes will be rehabilitated.	\$25,000.00
GC43-05	Acquisition – Spot Blight	The Glen Cove CDA, acting as agent for the City of Glen Cove, anticipates acquisition activities in the Orchard Brownfield Opportunity Area (BOA) – including parcels along Capobianco St - that will eliminate slum/blight and make way for prospective affordable housing projects to improve quality of life, eliminate code violations, and foster transit oriented development. Requested funding includes title search, surveys, appraisals, engineering support services as well as salaries, benefits, expenses, and project delivery	\$25,000.00

		costs of program staff to provide support services throughout the project.	
GC43-06A	PF&I: Senior Center Improvements – Heating System	Additional funding for the replacement of the Glen Cove Senior Center heating system is anticipated based upon engineer reports. In addition to the benefit of a high performing heating system, the energy efficient heating system is anticipated to dramatically reduce the current high heating bills, ultimately leading to savings to the taxpayers. Engineering support services throughout the process to ensure that the older components of the heating system are changed to provide even tempered heating throughout the building. Funding request includes repairs/rehabilitation and/or replacement of system, engineering support services, staff salaries, benefits, expenses and project delivery costs of program staff.	\$75,000.00
GC43-06B	PF&I: Boys and Girls Club Improvements	The Glen Cove Boys & Girls Club is in need of repairs to its gymnasium floor which poses a health and safety risk to both the members and staff. The club also serves as a public gathering place for annual thanksgiving dinner community events and local sporting events attended by hundreds of low/moderate income people. Funding request includes staff salaries, benefits, expenses, and project delivery costs of program staff	\$7,000.00
GC43-06C	PF&I Parking Facilities (Wayfinding Signage for Municipal Parking Garage)	The City of Glen Cove municipal parking garages will require additional funding for wayfinding signage. A kiosk with codified parking system and illuminated entrance signs are also under consideration. Funding request includes staff salaries, benefits, expenses, and project delivery costs of program staff.	\$10,000.00

GC43-06D	PF&I Streetscapes	The City of Glen Cove is requesting funds to improve the sidewalk with Streetscaping in the main downtown business district pedestrian-way that bridges the municipal parking garage with School Street (which is the City's main street in downtown). The existing wide pedestrian-way has cracks and potholes in the cement which has been patched to the point of no uniform design. There is no lighting and perceived as unsafe in the evening when it's dark. Plans will include updated sidewalk/Streetscaping, lighting, benches, trash receptacles and bicycle racks. The CDBG will leverage funding in place from the Glen Cove Downtown Business Improvement District	\$10,000.00
GC43-07A	PS - Glen Cove Boys and Girls Club - Summer Brain Gain	This is an expansion of a successful summer learning program utilizing new national Boys & Girls Club of America Summer Brain Game theme. The program offers a positive alternative to low/moderate income, at risk youth in grades 1st through 8th to enhance literacy skills during the summer months through project based learning with activities derived from 5 core program areas: Character and leadership development; health and life skills; the Arts; Education and Career Development; and Sports, Fitness and Recreation. (including but not limited to the payment of rent and utilities and the cost of program delivery including staff salaries). Approximately 180 youth will benefit.	\$8,500.00
GC43-07B	PS - Glen Cove Senior Center Project Beacon	Project Beacon provides counseling, referrals, information, and education to seniors providing assistance for financial, legal, housing, social, psychological and nutritional challenges. (including but not limited to the payment of rent and utilities and the cost of program delivery including	\$8,000.00

		staff salaries). Approximately 1800 seniors will benefit.	
GC43-07C	PS - SAFE: Community Based Mental Health Counseling Program"	Expansion of the Community Walk-In Program to continue to address increasing community needs. The community at large continues to experience stressors such as unemployment, homelessness, addiction, and its related consequences. The number of referrals is growing since the closure of NS Hospital Behavioral Health Sciences Program in 2012. Since September 2016, SAFE has received 83 referrals to-date and the number will likely double for the remainder of the CDBG 42nd year. This number is compared to 90 referrals in the entire 41st year. The Community Walk In service is needed to address a myriad of community based issues to assist referrals with their feelings of hopelessness, depression, and frustration due to the economy, compounded by the shortage of community based chemical dependency and mental health services in the City. The evaluation and referral process is lengthy compounded by the additional time required by SAFE's Mental Health Counselor to find appropriate services outside the City. Anticipated Beneficiaries: 120 clients. Funding request consists of mental health counselor salary, supplies, and program materials. (Additional costs including but not limited to the payment of rent and utilities and the cost of program delivery including staff salaries).	\$8,5000.00
GC43-07D	PS - LaFuerza Unida, Inc.	Funds to be used to provide one on one education and counseling to tenants needing assistance especially those that are not proficient with the English language. individuals..	\$5,000.00

		<p>The following services will be provided:</p> <p>1) Tenant education (10 clients):  Tenants need a lot of assistance especially those that are not so fluent in their native language. At the one on one sessions, we present a balanced approach between rights and responsibilities and we offer tools to deal with new and existing landlords, lease interpretation and terms, occupancy and property care, payments and receipts, renewals and increases, etc. Our education effort goes beyond the individual tenant related issues bringing the participants to understand and accept their role and importance in their neighborhood and become familiar with community issues, school system, social interaction and city's services.</p> <p>2) Eviction prevention: (10 families).  Our focus was to disseminate enough information and provide direct assistance to individuals in order to avoid possibilities of entering into eviction situations. Family budgets are discussed and a plan for savings is developed in order that those families are able to control their finances. They are advised to start looking for alternative living quarters before they reach the level of being evicted. It is anticipated that we will serve 10 eviction prevention cases.</p> <p>3) Relocation assistance: (5 families).  Head of households having problems with the places and the landlords where they live are assisted finding alternate places within their neighborhoods. Where applicable they are referred to section 8 or to the Public Housing Authority.</p> <p>4) Homelessness Diversion: (5 individuals). Based on the partnership</p>	
--	--	---	--



		<p>of La Fuerza's New Frontier Opportunity Program –Day Workers Program-and street corners recruitment with the North Shore Shelter, we are able to assist individuals with the proper education, skills training, counseling, job placement, drug and alcohol rehabilitation and referrals, search for places where they can live, and in general good health habits and positive outlook in life. If unable to provide the services, we refer clients to other social agencies.. (Additional costs including but not limited to the payment of rent and utilities and the cost of program delivery including staff salaries).</p>	
GC43-07E	PS - GC Child Day Care Center - Healthy Hearts	<p>Glen Cove Child Day Care Center will be reinstating the Healthy Hearts Program (HHP) which was founded in 2015. The HHP was initialized to emphasize a healthy life style for the children and families of the center. To help improve the lives of these children, the HHP supplies children and families with weekly and monthly programs to promote and educate families on exercise, nutrition, and living a healthy lifestyle. This year, data from the 2016/17 program year found that 29.28% of children were found to be overweight/obese which identifies the continued need of program implementation. The goal of the HHP for 2017/18 is to continue to promote healthy living for children and families and give them the tools and education to make healthy lifestyle changes. Program events include:</p> <ul style="list-style-type: none"> <li>• Eat Well Play Hard – a 6 week program sponsored by Nassau County Child Care Council of NYS</li> </ul> <p>Department of Health designed to reduce the risk of diabetes, heart attack, and high blood pressure. This workshop is for children and their</p>	\$6,000.00

		<p>families.</p> <ul style="list-style-type: none"> <li>• Cornell Cooperative Extension Nutrition Program with 6-8 nutrition education lessons being conducted at the Glen Cove Child Daycare Center.</li> <li>• Physical Activity Workshops such as Soccer Shots, Wood Kingdom Healthy Thanksgiving, Fun Bus, Dance Studio, Yoga, Bounce U, Martial Arts and Fitness, Grow a Garden.</li> </ul> <p>Beneficiaries: 242 children enrolled in our program. 181 of 242 children ages 3-5 years old were included in our sample size which found that 36.46% (approximately 66 children) are either over weight/obese. The proposed number of beneficiaries would be extended beyond the 66 children and would include infants, toddlers and preschool children for a total of approximately 620 which includes the children and their families.</p> <p>Request for funding includes cost of program events and program classes as outlined above. (Additional costs including but not limited to the payment of rent and utilities and the cost of program delivery including staff salaries). Approximately 120 people will benefit.</p>	
GC43-07F	PS - Glen Cove Youth Bureau: Summer Youth Employment Green Team Program	<p>Glen Cove Summer Youth Green Team Employment Program plans to hire 15–18 youths in the 14-15-year age group, for a six-week period during July and August. Applicants complete a competitive interview process with three team supervisors. Three to six additional students, who complete a 4-month pre-summer training, are invited back to work with City departments as camp CITs, assistant group leaders, or as aides/interns. All participants complete Challenge Adventure Ropes Experience training, CPR, first aid, 4 hours of “world of work” training, 4 hours of health and wellness</p>	\$8,000.00

		<p>workshops, 2 hours of financial literacy, and 1 workshop on completing job applications with supporting documentation. Transferable soft skills training is obtained through community improvement projects under the direction of the City of Glen Cove Departments of Youth Bureau, Parks and Recreation, Beautification Commission, Public Works, and Mayor's Office. All participants are introduced to horticulture and agriculture through community gardening that supports youth snacks and the Senior Center food pantry clientele.</p> <p>Beneficiaries: 25 youth will be exposed to training process which results in 120 hours of paid summer employment and career training over the course of 6 weeks through competitive process. Funding is for salaries and program materials of summer youth employment participants. (Additional costs including but not limited to the payment of rent and utilities and the cost of program delivery including staff salaries). Approximately 242 youth will benefit.</p>	
GC43-07G	PS - GC Economic Opportunity Council	<p>The Glen Cove EOC Summer Youth Program 2018 will fund 30 youth participants to attend mindfulness workshops which includes creative expression activities to reduce the stress associated with the socio-economic background of the low income participants. Participants will have access to activities such as Creative Space dance/yoga/movement and Yoga mindfulness techniques program that will allow them to express themselves in an artful manner through visual arts, movement, music, writing, and drama to foster personal growth and community connections. The program will run weekly throughout</p>	\$5,000.00

		the summer with two, back to back, one-hour creative expression workshops as well as yoga and mindfulness workshops (one for 6-9 year olds and the other for 10-12 year olds). Studies show that the program will improve the capacity for 30 underprivileged youth to learn ways to cope with persistent stress, enhance their response to stress and the ability to control negative feelings, and troubling thoughts which in turn will contribute to better mental, physical, and spiritual health as well as improve attention span for improved academic performance, increased self-esteem, and empowerment to help make them better people in their community and throughout life. Funding will pay for the workshops, programs, field trips, and supplies. (Additional costs including but not limited to the payment of rent and utilities and the cost of program delivery including staff salaries).	
			<b>\$375,000.00</b>

**Additional Provisions:**

- 1) In the event of any conflict between the Agreement and **Exhibit A**, the provisions of **Exhibit A** will control.
- 2) Whereas the expenditure of these federal funds varies per project and based upon federal eligibility requirements making certain provisions of this Agreement inapplicable to one project but applicable to another project; OHCD, in its sole discretion, can waive any requirements of the Subrecipient under this Agreement. Provided however, that such a waiver is not in violation of Federal and/or Nassau County requirements, program regulations and/or applicable laws. Said waiver can be granted only by the Executive Director/Director of OHCD and is intended to maximize the efficiency of the programs.
- 3) The Subrecipient shall ensure that any contract entered into with another party/third party as a result of this Agreement and/or to assist in the completion of the Activities under this Agreement are bound by the terms of this Agreement and

all applicable laws, including but not limited to federal regulations and HUD program guidelines. The applicable federal statutes shall be listed in any applicable third party agreements and shall be strictly adhered to. Failure to comply with this provision may result in recapture of funds allocated by this Agreement. Should HUD seek repayment of funds from Nassau County as a result of the Subrecipient failure to comply with this provision, then the Subrecipient shall be responsible for repayment of those funds to the County.

- 4) All subcontracts/third party contracts must contain **Exhibit D** of this Agreement as part of their agreement.
- 5) Administrative Service Charge. In accordance with Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, the administrative service charge for this Agreement has been waived.

**Timeline for completion of Activities:**

In accordance with 24 CFR 570.503 (b) (1), the Subrecipient shall complete all of the Activities for which funding is being provided and as identified within this Agreement by August 31, 2021. OHCD, in its sole discretion can extend the anticipated completion date in accordance with the provisions of this Agreement and HUD regulations. Such an extension shall not be unreasonably withheld by OHCD.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_
2. Entity's Vendor Identification Number: \_\_\_\_\_
3. Type of Business: \_\_\_\_\_ Public Corp \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd. Liability Co \_\_\_\_\_ Closely Held Corp \_\_\_\_\_ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

---

---

---

---

---

---

---

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

---

---

---

---

---

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

---

---

---

---

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

---

---

---

---

---

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

---

---

---

---

---

---

---

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

---

---

---

---

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

Page 4 of 4:





## Master Service Agreement

This Master Service Agreement (this "Agreement") by and between The City of Glen Cove, herein referred to as "Client", with a principal place of business at 9 Glen Street, Glen Cove, NY 11542 and Total Technology Solutions, with a principal place of business at 1895 Walt Whitman Road, Melville, NY, hereinafter referred to as "Total" (and, together with Client, the "Parties" and each, individually, a "Party"), is effective as of April 1, 2018 (the "Effective Date").

WHEREAS, Total is in the business of providing cybersecurity services, systems support services and cybersecurity compliance services; and

WHEREAS, Client desires to retain Total to perform the services set forth on Appendix A to this Agreement (collectively, the "Services"), in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in exchange for the promises and agreements contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

- 1.0 Services.** Client engages Total to perform the Services and Total agrees to provide Client with the Services, each in accordance with the terms and conditions of this Agreement.
- 2.0 License of Programs.** Client shall be licensed to use the software utilized in providing the Services as follows:
  - 2.1** Where identified on Appendix A as software owned by Total, Total will license such software to Client, effective upon the Effective Date.
  - 2.2** The operating software provided in conjunction with any equipment purchased by Client (the "Operating Software") in connection with the Services shall be licensed to Client in accordance with the terms and conditions provided by the owner thereof.
  - 2.3** Where identified on an Appendix A as applications software owned by third parties ("Third Party Software"), such software shall be licensed to Client in accordance with the terms and conditions provided by the manufacturer thereof.
- 3.0 Equipment.** Where identified on Appendix A as equipment to be provided by Total (the "Equipment"), Total shall furnish Client with Equipment and related materials. Client shall bear the risk of loss for Equipment until such Equipment is returned to Total. Total, at its option, will repair malfunctioning Equipment with new or serviceable used parts, or will replace such Equipment with new, reconditioned or refurbished equipment. Replaced parts or Equipment shall become Total's property. Expendable items and consumable parts, such as toner cartridges, paper supplies, and other items or materials requiring replacement through normal wear and tear common to the use of such equipment, are not considered part of this Agreement and any cost of replacement for such items shall be the responsibility of Client.
- 4.0 Discovery.**
  - 4.1** Upon execution of this Agreement, Total will conduct a "Discovery" relevant to the Services to be provided under this Agreement, which may include an on-site inspection

and remote access to Client's network in order to confirm the configuration of the network being covered and identify any other requirements that may affect the Services to be provided herein. After completion of the Discovery, Total will notify Client within thirty (30) days after the Effective Date if there are any deficiencies in Client's network and systems that would impact Total's ability to provide the Services as contemplated by this Agreement (the "Discovery Notice").

- 4.2 Either Party may cancel this Agreement within seven (7) business days after the date of the Discovery Notice if the Discovery identified in Section 4.1 uncovers added costs or a network that cannot be covered as contemplated by this Agreement. If either Party cancels this Agreement pursuant to this provision, the Parties agree that Total is entitled to retain all amounts paid by Client for the first month's Services.

## 5.0 Pricing and Billing.

- 5.1 The fees for the Services shall be the amounts set forth in Appendix A (the "Service Fees"). Service Fees shall cover all fees and expenses related to the Services, as described in the applicable Appendix.
- 5.2 All Service Fees shall be billed in advance during the month immediately prior to the month in which such Services are to be rendered, and all such amounts are due no later than the first of the month in which such Services are to be rendered.
- 5.3 For any non-recurring services, including but not limited to office moves, add, changes, replacement equipment, installation and/or configuration of new equipment, consulting, time and material, the specific scope of work and the payment due for such work will be detailed in a separate invoice. Fees related to any non-recurring services shall be due at such time as set forth in the applicable invoice.

## 6.0 Limited Warranty and Disclaimer.

- 6.1 Services Warranty. Total warrants, for the benefit of Client only, that the Services shall be performed in a competent and workmanlike manner by individuals of appropriate training and experience. If a nonconformity to the foregoing warranty is discovered in the Services, Client's remedy for a breach of the foregoing warranty is for Total to re-perform the nonconforming Service at no cost to Client. In the event that the nonconforming Service cannot be corrected to the reasonable satisfaction of Client, Total's liability shall be limited to the reasonable cost incurred by Client in having such nonconforming Service performed by a third party.
- 6.2 Equipment Warranty. All warranties and remedies related to Equipment furnished by Total, including any Operating Software provided in conjunction with such Equipment, shall be governed by the terms and conditions provided by the manufacturer thereof.
- 6.3 Third Party Programs Warranty. All warranties and remedies related to the Third Party Software shall be governed by the terms provided by the owners thereof. Upon termination of this Agreement, Total shall assign and deliver to Client all applicable warranties, guarantees and other similar undertakings from vendors of the Third Party Software. Total's sole obligation, and Client's exclusive remedy, for any defect or nonconformity in the Third Party Software, shall be to cooperate with Client to provide it with the benefit, if any, of the warranty and support commitment of the vendors of Third Party Software.
- 6.4 Disclaimer. Total offers no guarantees or warranties, express or implied, as to system availability and functionality during any diagnostic and/or configuration phase of its support services and makes no representations or warranties, express or implied, regarding the ability to resolve or eliminate computer related problems. Further, Total shall not be responsible for any action committed by an employee or agent of Client, or



by any third party, that compromises Client's network or systems, including but not limited to (a) any harm or damage caused by any virus or detrimental code that corrupts or destroys data in Client's network or systems, (b) any loss of data in a cyber-attack, (c) any breach of user or network security. From time to time during the Term, Total may make recommendations to Client regarding additional Services (including but not limited to additional software, equipment, network configurations, backup storage systems, maintenance, testing, authentication, and monitoring). Total shall have no responsibility or liability for any breaches or costs that could have been mitigated by Client's implementation of such recommendations, including but not limited to costs related to rebuilding or restoring Client's network.

**7.0 Acknowledgement Related to DFS Compliance Offering.** If the DFS Compliance Offering is included in the Services to be provided to Client, Client expressly acknowledges and agrees as follows:

- 7.1 Total is providing Client with a personal, non-exclusive and non-transferable license (without the right to sublicense) to utilize the written policies included in the DFS Compliance Offering. All such written policies delivered by Total to Client are and shall remain the intellectual property of Total.
- 7.2 The duties and obligations of the Total representative designated to act as Client's Chief Information Security Officer ("CISO") shall be limited as set forth in the applicable appendix to this Agreement and, in performing his or her obligations as CISO, such individual shall operate as an independent contractor and not as an employee or agent of Client.
- 7.3 Disclaimer Specific to DFS Compliance Offering. If the DFS Compliance Offering is included in the Services to be provided to Client, Client expressly acknowledges that Total (a) makes no representations, warranties or guarantees that the written policies provided thereunder will ensure compliance with New York State Department of Financial Services Cybersecurity Requirements for Financial Services Companies, 23 NYCRR 500, nor that such policies will mitigate or prevent the risks that 23 NYCRR 500 is intended to address; (b) shall have no responsibility for the oversight, administration or enforcement of the Policies themselves, other than the administration of the related software and network protections included in the Services; and (c) shall have no responsibility for Client's compliance with 23 NYCRR 500. If Client has selected the DFS Compliance Offering Package, Total will provide Client with updated form policies within a commercially reasonable time after any amendment to 23 NYCRR 500; *provided, however,* Total shall have no such ongoing responsibility to provide Client with updated form policies once this Agreement terminates. Client expressly acknowledges and agrees that Total is not acting as legal counsel for Client or providing Client with legal advice regarding compliance with 23 NYCRR 500 and that Client should consult with its attorney regarding compliance with the requirements of 23 NYCRR 500 and other laws, rules and regulations applicable to Client.

**8.0 Limitation of Liability.**

- 8.1 In the event any Services provided by Total for Client are proven to be defective, the liability of Total to Client shall be limited to the repair or replacement of any such defective work or product by Total. Total shall repair or replace such defective work or product within a commercially reasonable time after Client notifies Total in writing of such defect.
- 8.2 Under no circumstances shall Total's liability to Client for any claim under or related to this Agreement, whether in contract, tort or otherwise, exceed the amount of fees paid by Client to Total under this Agreement during the twelve (12) months preceding such claim. In no event shall Total be liable to Client for any special, incidental, consequential,



punitive or indirect damages arising from or relating to this Agreement or the use of the Services (including but not limited to lost profits, lost business, lost data, fines from any governmental or other administrative body, and attorney's fees), however caused and regardless of theory of liability. This limitation will apply even if Client has been advised or is aware of the possibility of such damages.

- 8.3 If either Party is prevented from performing any of its obligations under this Agreement due to any cause beyond such Party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, terrorism, war, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, or acts of vandals, or hackers (each, a "Force Majeure Event") the time for such Party's performance will be extended for the period of the delay or inability to perform due to such occurrence, except that Client will not be excused from the payment of any sums of money owed by Client to Total for Services provided prior to the Force Majeure Event. If a Party suffering a Force Majeure Event is unable to cure that event within thirty (30) days, the other Party may terminate this Agreement. Notwithstanding the foregoing, neither Party shall be relieved from its obligations hereunder with respect to confidential information, trade secrets, or information security by a Force Majeure Event or otherwise.

## 9.0 Indemnification.

- 9.1 Client shall defend, indemnify and hold Total and its affiliates, employees, agents, vendors, subcontractors and representatives, and each of their respective officers, directors, owners and employees, harmless from and against any and all claims made by any third party and all related losses, expenses, damages, costs and liabilities, including, without limitation, reasonable attorney's fees and expenses incurred in the investigation or defense thereof ("Damages") or incurred as a result of any claims (a) alleging that the Client Data (defined below) or any of Client's systems infringe upon any copyright or patent, or misappropriates any trade secrets or was improperly provided to Total in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder), (b) related to Client's use of the Services in a manner prohibited under this Agreement, or (c) in connection with the breach of this Agreement, negligence or misconduct of Client.
- 9.2 Total shall (a) promptly notify Client in writing of any claim, suit or proceeding for which indemnity is claimed, provided that Total's failure to so notify Client will not remove Client's obligations hereunder except to the extent that Client is prejudiced thereby and (b) allow Client to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. Client shall not settle or otherwise dispose of any matter without Total's prior written consent. Regardless of any conditions or restrictions mentioned in this Section 9.0, Total has the right at its own expense to be represented by counsel of its choosing at any proceeding or settlement discussions related to any matter for which Client is obligated to indemnify Total.

## 10.0 Confidential Information. A party disclosing confidential information is referred to in this Agreement as the "Disclosing Party", and the party receiving such confidential information is referred to as the "Receiving Party". As used herein, "Confidential Information" shall mean any information (including the terms of this Agreement and the written materials provided in the DFS Compliance Offering, if applicable) that the Receiving Party knows or has reason to know (either because some information is marked or otherwise identified by the Disclosing Party orally or in writing as confidential or proprietary, or because it is not generally known in the relevant trade or industry) is Confidential Information or trade secrets of the other party.

- 10.1 Receiving Party shall not use the Disclosing Party's Confidential Information except in connection with the performance of the Services. Receiving Party shall protect the



confidentiality of the Disclosing Party's Confidential Information in a similar manner that it protects the confidentiality of its own proprietary information and materials of like kind, but in no event less than a reasonable standard of care. Except as otherwise required by law, the Receiving Party agrees not to disclose the Confidential Information to any third parties. The prohibitions and requirements contained in this Section 10.1 shall not apply to information (a) already lawfully known to the Receiving Party without use of the Disclosing Party's Confidential Information; (b) generally known to the public; (c) lawfully obtained from any third party; or (d) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. In addition, a Party shall not be considered to have breached its obligations under this Agreement to the extent Confidential Information is required to be disclosed to any court or governmental authority or by applicable law; provided, however, that the Receiving Party, to the extent legally permissible and practicable, advises the Disclosing Party prior to making such disclosure so that the Disclosing Party may take such action at its expense as it considers appropriate to protect the Confidential Information.

- 10.2 Total agrees to maintain the confidentiality of and protect all data provided by Client to Total and/or data accessed or used by Total or transmitted by Client to Total in connection with Total's provision of the Services ("Client Data") in accordance with all applicable laws, rules and regulations related thereto. Total shall maintain information security policies and procedures for the protection of personally identifiable information, consistent with prevailing United States industry standards.
- 10.3 Total shall use usernames and passwords provided by Client solely to provide the Services, and shall destroy all records of such usernames and passwords upon expiration or termination of this Agreement.
- 10.4 Upon expiration or termination of this Agreement, each Party shall, at the request of the other Party and to the extent practicable, return, or upon the other Party's request, destroy, all copies of the other Party's IP rights in such Party's possession, custody or control, including any Confidential Information. Notwithstanding the foregoing, Total shall be entitled to retain one (1) copy of all Confidential Information and other information received from Client for compliance and document retention policy purposes.

**11.0 Independent Contractor Status; No Third Party Beneficiaries.** In the performance of its obligations hereunder, Total shall operate as an independent contractor and not as an employee or agent of Client. Neither Party shall have the authority to create or assume, in the name or on behalf of the other party, any obligation nor to act or purport to act as the agent or the legally empowered representative of the other party for any purpose. Nothing in this Agreement shall be deemed to create any other relationship other than a vendor-customer relationship. There are no third party beneficiaries of this Agreement.

**12.0 Term of Agreement.** The initial term of this agreement shall be from April 1, 2018 to July 31, 2018 (the "Initial Service Term"). Contract can be extended ("Renewal Service Term") and again at the end of each Renewal Service Term (each also a "Renewal Service Term") thereafter; *provided, however*, that the Parties have agreed upon revised Term, Services and pricing for such upcoming Renewal Service Term. Total shall provide Client with details regarding revised Services and pricing for the upcoming Renewal Service Term no less than thirty (30) days prior to the end of the Initial Service Term or any Renewal Service Term. Either Party may terminate this Agreement upon at least thirty (30) days written notice prior to the expiration date of the Initial Service Term or any Renewal Service Term.

**13.0 Default.**

- 13.1 If either Party fails to comply with any term or condition of this Agreement, the other Party may give written notice of such failure. If, within 15 days after receiving such



notice, the noncomplying party fails to: (a) correct its non-performance; or (b) commence and continue a good faith effort to correct its noncompliance within a commercially reasonable time, such party shall be in default ("Default"); provided, however, that no advance notice need be given in the event of: (y) Client's termination of this Agreement in accordance with Section 4.2 of this Agreement; or (z) Client's breach of any payment obligation on date due.

- 13.2 Upon the Default of either Party, the other Party may terminate this Agreement and/or exercise any other remedy set forth in this Agreement.
- 13.3 Upon the Default of Client, the total unpaid billed charges and remaining unbilled recurring charges for the Initial Service Term or Renewal Service Term, as applicable, shall be immediately due and payable by Client to Total.
- 14.0 **Notices.** Any notice required or permitted hereunder will be delivered to the address of such Party indicated in the first paragraph of this Agreement, with notice deemed given as follows: (a) by personal delivery when delivered personally, (b) by a nationally recognized overnight courier upon written verification of receipt, or (c) by certified or registered mail, return receipt requested, upon verification of receipt.
- 15.0 **Insurance.** Throughout the term of this Agreement, Total shall at its own expense, obtain and maintain (a) the insurance described on Schedule 1 to this Agreement and (b) Workers' Compensation insurance in the amounts required under the laws of the State of New York. Total shall furnish certificates of insurance evidencing coverage of insurance to Client upon Client's request, which shall be made upon not less than ten (10) business days' notice to Total.
- 16.0 **Entire Agreement.** This Agreement, including any appendices, exhibits, schedules and attachments hereto, constitutes the entire agreement of the Parties with respect to the subject matter thereof and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. To the extent there is any conflict between the provisions of this Agreement and the provisions of any other Agreement between the Parties, the provisions of this Agreement shall control. To the extent there is any conflict between the provisions of this Agreement and the appendices, exhibits, schedules and attachments contained herein, the provisions of this Agreement shall control.
- 17.0 **Amendment.** This Agreement may be modified only in writing and such modification shall be enforceable in accordance with its terms when signed by each of the Parties hereto.
- 18.0 **Headings.** Section headings are inserted for convenience only and shall not be a part of this Agreement.
- 19.0 **No Waiver.** No failure on the part of either Party hereto to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy or power preclude any other or further exercise of any other right, remedy, or power. No waiver shall be valid unless it is in writing and signed by the Party to be bound thereby.
- 20.0 **Severability.** If a provision of this Agreement is rendered invalid by a court of competent jurisdiction, then the remaining provisions shall remain in full force and effect.
- 21.0 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. A facsimile or electronic signature shall constitute an original signature. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, permitted assigns and legal representatives.
- 22.0 **Governing Law.** This Agreement shall be governed by the laws of the State of New York without reference to any conflicts of law provisions that would result in the application of the laws of any

[Company]

other jurisdiction. Venue for any disputes arising under this Agreement shall be in Suffolk County, New York.

**23.0 Survival.** Section 10 of this Agreement shall survive any expiration or termination of this Agreement and continue in full force and effect for a period of three (3) years thereafter, except that the provisions of Section 10 as they apply to trade secrets shall be safeguarded for so long as such information constitutes a trade secret under applicable law. Sections 8.0, 9.0, 14, 22 and 23 shall survive any expiration or termination of this Agreement and continue in full force and effect.

**24.0 No Assignment.** Client may not assign or sublicense its rights or obligations under this Agreement without the prior express written consent of Total.

BY THE SIGNATURES OF THE DULY AUTHORIZED REPRESENTATIVES BELOW, TOTAL AND CLIENT AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT.

TOTAL TECHNOLOGY SOLUTIONS

THE CITY OF GLEN COVE

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

Joseph Cassano

\_\_\_\_\_  
(Type or Print Name)

Title: Director of Finance

Title: \_\_\_\_\_

Date: April 1, 2018

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





## Schedule 1 – Insurance



### CERTIFICATE OF LIABILITY INSURANCE

TOTAL-5

OP ID: M2

DATE (MM/DD/YYYY)  
05/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> J.A. Faccibene & Assoc., Inc. 100 Merrick Road Suite 526 W Rockville Centre, NY 11570 J.A. Faccibene & Associates 516-766-3513		<b>CONTACT</b> J.A. Faccibene & Associates PHONE (A/C, No, Ext): 516-766-3513 FAX (A/C, No): E-MAIL Address: samantha@jafinsurance.com	
<b>INSURED</b> Total Computer Systems Total Computer Systems LLC 1895 Walt Whitman Road Melville, NY 11747		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Trumbull Insurance Company NAIC # 27120 INSURER B: Hartford Casualty Ins Company 28424 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSURER	TYPE OF INSURANCE	ADDITIONAL SUBSCRIBER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired & non-owned GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> RETENT <input type="checkbox"/> LOC OTHER:		12SBQUB4347	05/24/2017	05/24/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & AD&V INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		12UECZU5015	05/24/2017	05/24/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE EEO <input checked="" type="checkbox"/> RETENTION \$ 10,000		12RHQXY8859	05/24/2017	05/24/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
C	E&O Network Sec. Liab		5011189439 INCLUDED	12/04/2016	12/04/2017	Limit 3,000,000 Retention 25,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES - ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 This certificate is evidencing coverage for the above named insured.

<b>CERTIFICATE HOLDER</b>  <b>PROOF OF INSURANCE</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Joseph A. Faccibene</i>
--	--

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD





## **Appendix A– ESP Managed Services Offering**

This Appendix A, dated 04/01/18, is annexed to and made a part of that ESP Managed Services Agreement ("Agreement") dated , 04/01/18 between Total Technology Solutions ("Total") and The City of Glen Cove ("Client"), and is incorporated by reference into the Agreement.

### **1.0 Statement of Work: Essential Support Plan Offering**

#### **1.1 Scope of Services**

The Essential Support Plan (ESP) is Total's IT managed services solution focusing on securing, monitoring and maintaining IT infrastructure. As trusted partners and advisors, we continually master the latest technologies to best support your needs in a timely and professional manner, and observe the highest standards of integrity at all times. We focus on proactive account management and provide IT industry best practice recommendations and solutions.

ESP is a remote monitoring and maintenance program. By invoking a small service agent on each server and client device, we can remotely monitor, detect and correct computer system issues. This service includes applying updates and patches to operating systems components and ensuring top performance of all systems connected to the network. SNMP monitoring is provided for network connectivity devices such as Firewalls and Network Switches for remote device management, troubleshooting of connectivity issues, and network device mapping. We also provide extensive inventory reporting, asset tagging, and software license compliance auditing.


The system can isolate and identify the symptoms of computer problems in advance. ESP scans your network automatically 24x7, actually seeing potential problems and helping to prevent them before they occur. This assists in minimizing downtime and the enormous cost associated with lost productivity, missed deadlines, and lost revenue.

Total's cybersecurity approach is layered, meaning that we utilize multiple tools, policies and procedures to tailor security programs that ensure safety and business continuity. This layered defense eliminates or greatly mitigates any single weakness and ensures network security. This service includes protection from Viruses, Malware, Spyware, Phishing, Botnets, etc. We perform regularly scheduled penetration and vulnerability testing to maintain the security of your network. Multifactor authentication requires users to provide more than one factor of identity for additional security, thus ensuring that only authorized users gain access to your systems.

We use a comprehensive support management software solution to manage client IT service requests and issues. This tool enables Total Technology Solutions' service staff to share knowledge and best practices throughout the company, improving our operational efficiency while gaining insight into key management metrics. Service personnel have instant access to the information they need to solve issues quickly, thus increasing our client's productivity.




The items marked with ✓ in the following tables are offering components included in this Agreement:

<b>ESP – Essential Support Plan</b>  <b>Service options available to Client:</b>	<b>Included Services have</b>  
<b>Proactive 24x7 Network Monitoring &amp; Alerting</b> by Total's specialized Network Management Systems that flags issues before they become a threat to your business. Remote monitoring agents are installed on all covered Servers and Workstations.	
<b>SNMP Monitoring</b> for Network Infrastructure Management of Firewalls and Network Switches. Provides detailed flow data and analytics for remote management and troubleshooting, real-time network mapping and inventory.	
<b>Proactive Maintenance</b> on covered servers and workstations to reallocate system resources giving you a smoother and faster running network and helping to extend the life of your network.	
<b>Proactive Administration</b> of Microsoft Software Patching and Security updates by instituting customized Patch Management Policies where available, which keep your covered systems up to date on manufacturer software changes and protect your investments against the newest security threats.	
<b>Network Management Reports</b> to provide valuable information regarding your Network, enabling you to make better and informed decisions regarding changes to your network. Reports are provided for Asset Inventory, Patch Management, Network Health, Pre-Perimeter DNS Security, Bandwidth Allocation, and more.	
<b>Support Management Software</b> provides customers with a simple means of reporting and tracking their issues, and allows them access to real-time information on their service requests. Customers have the option to enter service tickets 24 hours a day, 365 days a year. <ul style="list-style-type: none"> <li>• Service Ticket Entry and Tracking</li> <li>• Searchable Knowledge Base</li> <li>• History of Service Activity</li> <li>• Automated Email Notifications</li> </ul>	
<b>Technical Advisor</b> services to provide consultation, guidance, and advice regarding new emerging technologies and best practices to keep your network and applications running smoothly. Service includes annual IT budgeting and technology review.	
<b>Antivirus, Malware, and Spyware Protection Service</b> to help eliminate security threats.	
<b>DNS Security Service</b> provides protection against malware, phishing, botnets, on and off corporate network. Includes Web filtering capabilities and reporting.	
<b>Vulnerability &amp; Penetration Testing</b> – Total will provide regularly scheduled vulnerability & penetration testing to gain a new level of visibility and insight into how your system would fare against attackers. Our system will scan your network to determine existing vulnerabilities and monitor the environment for unauthorized access attempts. Comprehensive reports will be provided along with recommendations for remediation.	





<b>ESP – Essential Support Plan</b>  <b>Service options available to Client:</b>	<b>Included Services have</b>  
<b>Multi-Factor Authentication</b> for increased cyber security protection. Two-Factor Authentication requires users to provide more than one factor of identity. This provides a much higher level of trust that only authorized users can gain access to your systems. Automatically generates single use passwords to identify authorized users for access to systems.	
<b>Please note:</b> The services listed above will be provided by Total as an on-going IT service. Total retains ownership of any software related to providing these services, and will remove / uninstall the software in the event that this agreement is terminated.	
<b>Security Information and Event Management (SIEM).</b> Dramatically improve your security infrastructure with Security Information and Event Management monitoring and testing that includes: <ul style="list-style-type: none"> <li>• 7x24 network monitoring</li> <li>• Advanced correlation</li> <li>• Real-time alerts</li> <li>• Remediation for any malicious activity</li> <li>• Integrated incident management workflow</li> </ul> <p>This item includes a software component along with technical services provided by both the software manufacturer and Total. The software is owned by the client and will remain installed on the client systems in the event that this agreement is terminated.</p>	
<b>ESP Remediation Service Options:</b>	
<b>1. ESP Console Services</b> Clients existing IT Department will have full, dedicated access to our ESP tools for full control to manage their network, including remote access to all desktops, servers, firewalls and switches. This includes access to Total Technology Solutions custom written ESP scripts and reports, the ability to perform remote application deployment (install new applications to multiple workstation at one time). All Issue Alerts go directly to Client's IT staff for review and remediation. Any escalation to Total's Help Desk for remediation will be billed additionally. Includes ½ day for Client's IT staff on ESP management tools.	
<b>a. Separate IT Service Ticket Board</b> for use by Client's IT staff to manage end-user requests for technical services and manage client's internal IT staff resources. Includes setup and ½ day of IT staff training.	
<b>2. ESP Monitoring Services</b> All Issue Alerts go to Total's Help Desk for review and remediation. All remediation labor by Total is charged additionally to the Client	



3. <b>ESP Unlimited Remote Remediation Services</b> to provide problem resolution by Total Monday – Friday, 8:30am – 6:00pm.	✓
a. Servers, firewalls, switches, server backups	✓
b. Workstations	✓
4. <b>ESP Unlimited On-Site Remediation Services</b> to provide resolution by Total for any IT issues that cannot be corrected through remote remediation, Monday – Friday, 8:30am – 6:00pm.	✓
5. <b>Emergency 7x24 Service for Mission Critical issues (for all departments)</b> to provide problem resolution for all mission critical IT outages on a 7x24 basis. Service provided after Business hours, weekends and holidays with a 4-hour response time.	✓
<ul style="list-style-type: none"> <li>➤ Monthly pricing will be updated as required based on changes to Client's Network.</li> <li>➤ Remediation labor is included for day-to-day support issues, and does not include new installations, moves / adds / changes and new projects</li> <li>➤ All project work and new installations will be quoted separately.</li> </ul>	✓
➤ All parts that are not covered under manufacturer warranty are billable.	
➤ Parts are included for Servers, Switches, Firewalls, Backup	
➤ Parts are included for all Desktops	

Additional Services:	Included Services have
Onsite Engineer - Total will provide an onsite engineer Monday - Friday. On days that the primary engineer is out for sickness or personal reasons, Total will supply an engineer of equal expertise for coverage.	✓





## 2.0 Business Continuity Solutions

**Total's Secure Cloud Server Hosting** offers access to unlimited on-demand resources, eliminating expensive IT hardware investments and enabling scale with ease. Total co-locates in top-tier data centers that comply with our stringent security, energy, compliance, reliability and geography requirements. Total's data centers meet or exceed regulatory requirements such as:

- SSAE 16 Type II (SOC 1)
- SOC 2 Type II
- TIA-942 Tier IV certified
- 24x7x365 onsite security, biometric access, & surveillance
- Regulatory standards compliant (HIPAA, SOX, PCI, etc.)
- Distributed, redundant power (2N)
- Multiple carrier backbones
- 100% uptime infrastructure guarantee

**Total's Datto Business Continuity & Disaster Recovery** solution safeguards businesses from disasters, human error, and malicious activity. Our customized solutions promote business continuity with uninterrupted access to data onsite, in transit, and in the cloud.

Total's solution protects data locally across the Local Area Network (LAN) to the backup appliance. From there, the local backups are automatically transmitted to secure SSAE 16 bi-coastal data centers. The local backup appliance can act as a restore hub for everything from files, applications, and full systems failover.

- **Ransomware Protection** - Hackers target vulnerabilities often through social engineering schemes that can leave a business without access to its own data. If ransomware is activated at your business, your files get locked and a ransom is demanded and exchanged for access to your files.
- **Business Continuity & Disaster Recovery** - Protect your business against unknown risks with frequent backups of your entire business infrastructure.
- **Disaster Recovery as a Service** - If disaster strikes, recover your data, servers, desktops, and the entire infrastructure to a virtual environment very quickly.
- **Cloud-to-Cloud SaaS Backup** - Simply, securely, and automatically control your SaaS data (e.g., hosted data on Microsoft Office 365) with Cloud-to-Cloud backup and recovery.

Business Continuity Solutions	Included Services have
<p><b>Service options available to Client:</b></p> <p><b>Total Secure Cloud Server Hosting</b> - Cloud server services, security and scalability for uninterrupted operations.</p> <p>This item is provided by Total as an on-going IT service and includes a virtual component hosted on Total's private cloud. Total retains ownership of any software related to providing these services (ie. Server Operating systems). The client retains ownership of any installed application software and data. In the event that this agreement is terminated Total can provide the client with a Server image for re-deployment to an alternative platform.</p>	<p>✓</p>



Business Continuity Solutions	Included Services have
Service options available to Client:	✓
<p><b>Datto Business Continuity Services – On-premise device</b> - to include local and cloud backup, disaster recovery, onsite and offsite business continuity, Support and associated licenses for 1 server with 1 year cloud retention.</p> <p>This item includes a hardware component deployed at the client site, along with technical services provided by Total. The hardware device is owned by the client and will remain with the client in the event that this agreement is terminated. In order to continue to use this solution, the client will need to engage with an alternative Datto authorized provider.</p>	
<p><b>Datto Business Continuity Services – Virtual Cloud</b> - to include cloud to cloud backup, disaster recovery, and offsite business continuity, Support and associated licenses for 1 server with 1 year cloud retention.</p> <p>This item is provided by Total as an on-going IT service and includes a virtual component hosted on Total's private cloud. Total retains ownership of any software related to providing these services, and will remove / uninstall the software in the event that this agreement is terminated.</p>	





### 3.0 Implementation

Information Gathering for Onboarding is a crucial part of successfully supporting your IT needs. To provide a successful, minimally intrusive onboarding, the following services will be performed.

At the end of the onboarding, Total will continue to make additional recommendations as we become more intimate with your networking environment. We will also provide IT budget quotes on an annual basis.

Typically 30 to 60 days



Phase	Service
Discovery & Assessment	<ul style="list-style-type: none"> <li>• Review current network documentation.</li> <li>• Document all servers, roles and warranties.</li> <li>• Document all workstation, roles, and warranties.</li> <li>• Review current backup and data retention plan.</li> <li>• Review all firewalls, switches, wireless devices, and other infrastructure nodes and document configuration, serial numbers, and warranties.</li> <li>• Obtain and document all vendor information including contact info, account numbers, etc.</li> <li>• Tour all locations and facilities, document infrastructure, and take photos.</li> <li>• Create network diagram.</li> <li>• Create "Total" admin accounts.</li> <li>• Review current antivirus software.</li> <li>• Review of any web-filtering software, and discuss future web-filtering configurations.</li> <li>• Provide baseline penetration and vulnerability testing and provide recommendations for remediation.</li> </ul>
Administration	<ul style="list-style-type: none"> <li>• Obtain a list of all employee contacts with all contact information.</li> <li>• Work with decision makers to establish the process for staff members to access Total's technical support help desk.</li> <li>• Provide introduction from Total's Technical Service Department with instructions on how to obtain technical support from Total.</li> <li>• Provide introduction from Total's Accounting department and provide contact information for questions, obtain any required claim forms, etc.</li> </ul>
Installation	<ul style="list-style-type: none"> <li>• Installation of managed services software to all servers and workstations and configure alerts.</li> <li>• Installation of Antivirus/Antimalware to all servers and workstations.</li> <li>• Installation of DNS security and configuration of web-filtering.</li> <li>• Installation of SNMP tools for all routers, switches, firewalls, and other infrastructure equipment and configure alerts and remote connectivity.</li> <li>• Installation of Business Continuity solutions including alerts, backup schedule, and confirmation of backups onsite and off.</li> </ul>
Post Onboarding	<ul style="list-style-type: none"> <li>• Provide a review of all findings and possible deficiencies that should be addressed.</li> </ul>



## 4.0 Fee Schedule

Item Description	Cost
<b>ESP IT Managed Services</b>	
<p>ESP Unlimited Remote and Onsite Remediation Services</p> <ul style="list-style-type: none"> <li>Onsite Engineer - Total will provide an onsite engineer Monday - Friday. On days that the primary engineer is out for sickness or personal reasons, Total will supply an engineer of equal expertise for coverage.</li> <li>Unlimited access to Total's Support Desk to provide problem resolution, Monday – Friday, 8:30am – 6:00pm.</li> <li>Emergency 7x24 Service for Mission Critical issues to provide problem resolution for all mission critical IT outages on a 7x24 basis. Service provided after Business hours, weekends and holidays with a 4-hour response time.</li> </ul> <p><b>Monthly Charge</b></p>	\$10,237.50
<ul style="list-style-type: none"> <li>➤ Monthly pricing will be updated as required based on changes to Client's Network.</li> <li>➤ Remediation labor is included for day-to-day support issues, and does not include new installations, moves/adds/changes and new projects.</li> <li>➤ All project work and new installations will be quoted separately.</li> <li>➤ All parts that are not covered under manufacturer warranty are billable.</li> </ul>	





## 5.0 Rider of Terms

**5.1 Hours of Operation.** If Client has selected Information technology (IT) support, such support will be available Monday through Friday (holidays excepted) during normal business hours (8:30AM – 6:00PM Eastern Time).

### 5.2 Exclusions.

- Service does not include new installation of equipment, hardware, third party application software, application software upgrades, or support for mobile devices or tablets.
- Services do not include repair or service required as a result of:
  - Installations, alterations or modifications to the equipment performed by anyone other than Total or an authorized Total agent;
  - The failure of Client to provide and maintain a suitable installation environment at all facilities as prescribed by Total (including, but not limited to, proper electrical power, internet access, air conditions, & humidity control);
  - The use of the equipment for purposes other than those for which it was designed;
  - Electrical work external to the equipment or service connected with equipment relocation, reconfiguration or additions;
  - Cutoff of services to Client by any utility;
  - Acts of God;
  - Software and hardware not owned by Client;
  - Labor for troubleshooting, configuring or installing copy machines or any other hardware or peripherals provided by a third party vendor;
  - Neglect, theft, or accidental damage of the equipment;
  - Labor related to troubleshooting, configuring or installing non-business related software (for example, iTunes, Windows Media Player, games, etc.); and
  - Projects, moves, additions or changes to Client's system or networks, unless otherwise covered by an Agreement between Client and Total.
- Total may make recommendations for hardware, software or network improvements, referred to as special projects, to improve the level of support. If implementation of the recommendation is necessary to continue efficient and effective support, and the recommendation is not implemented, Total reserves the right to exclude the item(s) needing to be replaced or repaired from Services provided. Services do not include any service after the equipment has been serviced, repaired, moved or relocated by anyone other than Total or an authorized Total agent.

### 5.3 Client Responsibilities

- **Access.** During the Initial Service Term and all subsequent Renewal Service Terms, Client agrees to purchase the Services set forth on Appendix A [and Appendix B]. Client must provide Total with the cooperation, access and detailed information necessary for Total to implement and deliver the Services, including (a) access and test time on Client's computer systems and networks sufficient for Total to provide the Services, (b) access to such employees who have substantial computer system and network and project management experience reasonably satisfactory to Total to act as project manager and as liaison between Client and Total, and (c) all appropriate usernames and passwords required to access and administer network resources, including network server, routers, firewalls, and domain names. Except for equipment owned by Client, Client will return to Total any equipment or hardware provided or utilized by Total in connection with the performance of the Services upon the expiration or termination of this Agreement. If such equipment is not returned, Client will be responsible for the then-current replacement cost thereof.



- **Non-Solicitation.** Client acknowledges that Total is in a highly strategic and competitive business. Client further acknowledges that Client would gain substantial benefit, and that Total would be deprived of substantial benefit, if Client were to directly hire any personnel employed by Total. Client shall not, without the prior written consent of Total, solicit the employment of any Total personnel or induce any Total personnel to leave to go to another firm during the term of this agreement and for a period of two (2) years following the expiration or termination of this Agreement. Client agrees that calculating damages resulting from breach by Client of this provision would be impracticable. Therefore, in the event Client violates this provision, Client shall immediately pay Total an amount equal to US \$100,000 for each employee solicited in violation of this Section 3.2 as liquidated damages. Further, Total shall have the option to terminate this Agreement without advance notice or liability to Client. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Total would incur to identify, recruit, hire and train suitable replacements for such personnel.
- **Internet Connection.** Client will be required to have a suitable broadband Internet connection and agrees to provide the necessary cooperation to allow an engineer to gain remote access to Client's system(s) for the purpose of providing remote monitoring, support, and troubleshooting. Client must utilize industry recognized internet security tools to ensure that internet security is maintained and threats are mitigated. Total shall not bear any responsibility for any breaches of Client's internet security.
- **Pre-existing Equipment.** Client agrees to comply with best IT practices, recommendations and suggestions to upgrade Client's systems to an acceptable level, using business class equipment.
- **Remote Support.** Client agrees to provide necessary cooperation to assist Total in providing support via telephone or remote support tools before an on-site service is requested.
- **Security.**
  - Client understands and agrees it is Client's responsibility to implement safeguards to protect Client Data (as defined in Service Agreement) should it be destroyed, inadvertently or otherwise, through equipment malfunction, cyber-attack, or otherwise. Such data destruction, should it occur, shall be the sole responsibility of Client. Client will, in order to maintain security, have in place and maintain the following items subject to approval by Total:
    - A hardware firewall protection device.
    - Anti-virus software installed on each system.
    - A battery back-up device(s) attached to the server(s) with automatic shutdown capabilities configured.
  - Client shall maintain a written policy to ensure that user and network password security is maintained. Adherence to such written policy shall be the sole responsibility of Client.
- **System Backup.** Client agrees to maintain backup software and media, or cloud based backup solutions that meet the size and function requirements of their environment to obtain a full system backup and ensure Client's ability to recreate data as necessary.
- **Illegal Software.** No illegal, unlicensed or "bootlegged" software will be installed, supported or serviced by Total.
- **Point of Contact.** Client must assign a primary contact to coordinate the scheduling of on-site service calls, or other issues or concerns with Total.





- **Maintenance Window.** A maintenance window is a defined period of time during which planned outages and changes to production services and systems may occur. The purpose of defining standard maintenance windows is to allow the Client to prepare for possible disruption or changes. In order to maintain systems and to make sure that they are fully patched Total requires a defined maintenance window of at least one (1) hour per week during which Total can restart servers, workstations and other network devices. This window can be at any time during a twenty-four-hour period and on any day of the week. Client may also choose to have more than one window; i.e.: one for servers and another for workstations. The agreed upon times for the maintenance window(s) will be entered into the Client record and adhered to by Total's technical staff. If there is an event that requires a restart of a machine outside the defined maintenance window, Total will first seek the Client's approval.



## Master Service Agreement

This Master Service Agreement (this "Agreement") by and between The City of Glen Cove, herein referred to as "Client", with a principal place of business at 9 Glen Street, Glen Cove, NY 11542 and Total Technology Solutions, with a principal place of business at 1895 Walt Whitman Road, Melville, NY, hereinafter referred to as "Total" (and, together with Client, the "Parties" and each, individually, a "Party"), is effective as of **April 1, 2018** (the "Effective Date").

WHEREAS, Total is in the business of providing cybersecurity services, systems support services and cybersecurity compliance services; and

WHEREAS, Client desires to retain Total to perform the services set forth on Appendix A to this Agreement (collectively, the "Services"), in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in exchange for the promises and agreements contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

- 1.0 Services.** Client engages Total to perform the Services and Total agrees to provide Client with the Services, each in accordance with the terms and conditions of this Agreement.
- 2.0 License of Programs.** Client shall be licensed to use the software utilized in providing the Services as follows:
  - 2.1 Where identified on Appendix A as software owned by Total, Total will license such software to Client, effective upon the Effective Date.
  - 2.2 The operating software provided in conjunction with any equipment purchased by Client (the "Operating Software") in connection with the Services shall be licensed to Client in accordance with the terms and conditions provided by the owner thereof.
  - 2.3 Where identified on an Appendix A as applications software owned by third parties ("Third Party Software"), such software shall be licensed to Client in accordance with the terms and conditions provided by the manufacturer thereof.
- 3.0 Equipment.** Where identified on Appendix A as equipment to be provided by Total (the "Equipment"), Total shall furnish Client with Equipment and related materials. Client shall bear the risk of loss for Equipment until such Equipment is returned to Total. Total, at its option, will repair malfunctioning Equipment with new or serviceable used parts, or will replace such Equipment with new, reconditioned or refurbished equipment. Replaced parts or Equipment shall become Total's property. Expendable items and consumable parts, such as toner cartridges, paper supplies, and other items or materials requiring replacement through normal wear and tear common to the use of such equipment, are not considered part of this Agreement and any cost of replacement for such items shall be the responsibility of Client.
- 4.0 Discovery.**
  - 4.1 Upon execution of this Agreement, Total will conduct a "Discovery" relevant to the Services to be provided under this Agreement, which may include an on-site inspection



and remote access to Client's network in order to confirm the configuration of the network being covered and identify any other requirements that may affect the Services to be provided herein. After completion of the Discovery, Total will notify Client within thirty (30) days after the Effective Date if there are any deficiencies in Client's network and systems that would impact Total's ability to provide the Services as contemplated by this Agreement (the "Discovery Notice").

- 4.2 Either Party may cancel this Agreement within seven (7) business days after the date of the Discovery Notice if the Discovery identified in Section 4.1 uncovers added costs or a network that cannot be covered as contemplated by this Agreement. If either Party cancels this Agreement pursuant to this provision, the Parties agree that Total is entitled to retain all amounts paid by Client for the first month's Services.

## **5.0 Pricing and Billing.**

- 5.1 The fees for the Services shall be the amounts set forth in Appendix A (the "Service Fees"). Service Fees shall cover all fees and expenses related to the Services, as described in the applicable Appendix.
- 5.2 All Service Fees shall be billed in advance during the month immediately prior to the month in which such Services are to be rendered, and all such amounts are due no later than the first of the month in which such Services are to be rendered.
- 5.3 For any non-recurring services, including but not limited to office moves, add, changes, replacement equipment, installation and/or configuration of new equipment, consulting, time and material, the specific scope of work and the payment due for such work will be detailed in a separate invoice. Fees related to any non-recurring services shall be due at such time as set forth in the applicable invoice.

## **6.0 Limited Warranty and Disclaimer.**

- 6.1 Services Warranty. Total warrants, for the benefit of Client only, that the Services shall be performed in a competent and workmanlike manner by individuals of appropriate training and experience. If a nonconformity to the foregoing warranty is discovered in the Services, Client's remedy for a breach of the foregoing warranty is for Total to re-perform the nonconforming Service at no cost to Client. In the event that the nonconforming Service cannot be corrected to the reasonable satisfaction of Client, Total's liability shall be limited to the reasonable cost incurred by Client in having such nonconforming Service performed by a third party.
- 6.2 Equipment Warranty. All warranties and remedies related to Equipment furnished by Total, including any Operating Software provided in conjunction with such Equipment, shall be governed by the terms and conditions provided by the manufacturer thereof.
- 6.3 Third Party Programs Warranty. All warranties and remedies related to the Third Party Software shall be governed by the terms provided by the owners thereof. Upon termination of this Agreement, Total shall assign and deliver to Client all applicable warranties, guarantees and other similar undertakings from vendors of the Third Party Software. Total's sole obligation, and Client's exclusive remedy, for any defect or nonconformity in the Third Party Software, shall be to cooperate with Client to provide it with the benefit, if any, of the warranty and support commitment of the vendors of Third Party Software.
- 6.4 Disclaimer. Total offers no guarantees or warranties, express or implied, as to system availability and functionality during any diagnostic and/or configuration phase of its support services and makes no representations or warranties, express or implied, regarding the ability to resolve or eliminate computer related problems. Further, Total shall not be responsible for any action committed by an employee or agent of Client, or by any third party, that compromises Client's network or systems, including but not



limited to (a) any harm or damage caused by any virus or detrimental code that corrupts or destroys data in Client's network or systems, (b) any loss of data in a cyber-attack, (c) any breach of user or network security. From time to time during the Term, Total may make recommendations to Client regarding additional Services (including but not limited to additional software, equipment, network configurations, backup storage systems, maintenance, testing, authentication, and monitoring). Total shall have no responsibility or liability for any breaches or costs that could have been mitigated by Client's implementation of such recommendations, including but not limited to costs related to rebuilding or restoring Client's network.

**7.0 Acknowledgement Related to DFS Compliance Offering.** If the DFS Compliance Offering is included in the Services to be provided to Client, Client expressly acknowledges and agrees as follows:

- 7.1 Total is providing Client with a personal, non-exclusive and non-transferable license (without the right to sublicense) to utilize the written policies included in the DFS Compliance Offering. All such written policies delivered by Total to Client are and shall remain the intellectual property of Total.
- 7.2 The duties and obligations of the Total representative designated to act as Client's Chief Information Security Officer ("CISO") shall be limited as set forth in the applicable appendix to this Agreement and, in performing his or her obligations as CISO, such individual shall operate as an independent contractor and not as an employee or agent of Client.
- 7.3 Disclaimer Specific to DFS Compliance Offering. If the DFS Compliance Offering is included in the Services to be provided to Client, Client expressly acknowledges that Total (a) makes no representations, warranties or guarantees that the written policies provided thereunder will ensure compliance with New York State Department of Financial Services Cybersecurity Requirements for Financial Services Companies, 23 NYCRR 500, nor that such policies will mitigate or prevent the risks that 23 NYCRR 500 is intended to address; (b) shall have no responsibility for the oversight, administration or enforcement of the Policies themselves, other than the administration of the related software and network protections included in the Services; and (c) shall have no responsibility for Client's compliance with 23 NYCRR 500. If Client has selected the DFS Compliance Offering Package, Total will provide Client with updated form policies within a commercially reasonable time after any amendment to 23 NYCRR 500; *provided, however*, Total shall have no such ongoing responsibility to provide Client with updated form policies once this Agreement terminates. Client expressly acknowledges and agrees that Total is not acting as legal counsel for Client or providing Client with legal advice regarding compliance with 23 NYCRR 500 and that Client should consult with its attorney regarding compliance with the requirements of 23 NYCRR 500 and other laws, rules and regulations applicable to Client.

**8.0 Limitation of Liability.**

- 8.1 In the event any Services provided by Total for Client are proven to be defective, the liability of Total to Client shall be limited to the repair or replacement of any such defective work or product by Total. Total shall repair or replace such defective work or product within a commercially reasonable time after Client notifies Total in writing of such defect.
- 8.2 Under no circumstances shall Total's liability to Client for any claim under or related to this Agreement, whether in contract, tort or otherwise, exceed the amount of fees paid by Client to Total under this Agreement during the twelve (12) months preceding such claim. In no event shall Total be liable to Client for any special, incidental, consequential, punitive or indirect damages arising from or relating to this Agreement or the use of the Services (including but not limited to lost profits, lost business, lost data, fines from any



governmental or other administrative body, and attorney's fees), however caused and regardless of theory of liability. This limitation will apply even if Client has been advised or is aware of the possibility of such damages.

- 8.3 If either Party is prevented from performing any of its obligations under this Agreement due to any cause beyond such Party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, terrorism, war, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, or acts of vandals, or hackers (each, a "Force Majeure Event") the time for such Party's performance will be extended for the period of the delay or inability to perform due to such occurrence, except that Client will not be excused from the payment of any sums of money owed by Client to Total for Services provided prior to the Force Majeure Event. If a Party suffering a Force Majeure Event is unable to cure that event within thirty (30) days, the other Party may terminate this Agreement. Notwithstanding the foregoing, neither Party shall be relieved from its obligations hereunder with respect to confidential information, trade secrets, or information security by a Force Majeure Event or otherwise.

#### **9.0 Indemnification.**

- 9.1 Client shall defend, indemnify and hold Total and its affiliates, employees, agents, vendors, subcontractors and representatives, and each of their respective officers, directors, owners and employees, harmless from and against any and all claims made by any third party and all related losses, expenses, damages, costs and liabilities, including, without limitation, reasonable attorney's fees and expenses incurred in the investigation or defense thereof ("Damages") or incurred as a result of any claims (a) alleging that the Client Data (defined below) or any of Client's systems infringe upon any copyright or patent, or misappropriates any trade secrets or was improperly provided to Total in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder), (b) related to Client's use of the Services in a manner prohibited under this Agreement, or (c) in connection with the breach of this Agreement, negligence or misconduct of Client.
- 9.2 Total shall (a) promptly notify Client in writing of any claim, suit or proceeding for which indemnity is claimed, provided that Total's failure to so notify Client will not remove Client's obligations hereunder except to the extent that Client is prejudiced thereby and (b) allow Client to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. Client shall not settle or otherwise dispose of any matter without Total's prior written consent. Regardless of any conditions or restrictions mentioned in this Section 9.0, Total has the right at its own expense to be represented by counsel of its choosing at any proceeding or settlement discussions related to any matter for which Client is obligated to indemnify Total.

- 10.0 Confidential Information.** A party disclosing confidential information is referred to in this Agreement as the "Disclosing Party", and the party receiving such confidential information is referred to as the "Receiving Party". As used herein, "Confidential Information" shall mean any information (including the terms of this Agreement and the written materials provided in the DFS Compliance Offering, if applicable) that the Receiving Party knows or has reason to know (either because some information is marked or otherwise identified by the Disclosing Party orally or in writing as confidential or proprietary, or because it is not generally known in the relevant trade or industry) is Confidential Information or trade secrets of the other party.

- 10.1 Receiving Party shall not use the Disclosing Party's Confidential Information except in connection with the performance of the Services. Receiving Party shall protect the confidentiality of the Disclosing Party's Confidential Information in a similar manner that it protects the confidentiality of its own proprietary information and materials of like kind, but in no event less than a reasonable standard of care. Except as otherwise



required by law, the Receiving Party agrees not to disclose the Confidential Information to any third parties. The prohibitions and requirements contained in this Section 10.1 shall not apply to information (a) already lawfully known to the Receiving Party without use of the Disclosing Party's Confidential Information; (b) generally known to the public; (c) lawfully obtained from any third party; or (d) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. In addition, a Party shall not be considered to have breached its obligations under this Agreement to the extent Confidential Information is required to be disclosed to any court or governmental authority or by applicable law; provided, however, that the Receiving Party, to the extent legally permissible and practicable, advises the Disclosing Party prior to making such disclosure so that the Disclosing Party may take such action at its expense as it considers appropriate to protect the Confidential Information.

- 10.2 Total agrees to maintain the confidentiality of and protect all data provided by Client to Total and/or data accessed or used by Total or transmitted by Client to Total in connection with Total's provision of the Services ("Client Data") in accordance with all applicable laws, rules and regulations related thereto. Total shall maintain information security policies and procedures for the protection of personally identifiable information, consistent with prevailing United States industry standards.
- 10.3 Total shall use usernames and passwords provided by Client solely to provide the Services, and shall destroy all records of such usernames and passwords upon expiration or termination of this Agreement.
- 10.4 Upon expiration or termination of this Agreement, each Party shall, at the request of the other Party and to the extent practicable, return, or upon the other Party's request, destroy, all copies of the other Party's IP rights in such Party's possession, custody or control, including any Confidential Information. Notwithstanding the foregoing, Total shall be entitled to retain one (1) copy of all Confidential Information and other information received from Client for compliance and document retention policy purposes.

**11.0 Independent Contractor Status; No Third Party Beneficiaries.** In the performance of its obligations hereunder, Total shall operate as an independent contractor and not as an employee or agent of Client. Neither Party shall have the authority to create or assume, in the name or on behalf of the other party, any obligation nor to act or purport to act as the agent or the legally empowered representative of the other party for any purpose. Nothing in this Agreement shall be deemed to create any other relationship other than a vendor-customer relationship. There are no third party beneficiaries of this Agreement.

**12.0 Term of Agreement.** The initial term of this agreement shall be one year for Total's from the Effective Date (the "Initial Service Term"). This Agreement shall automatically renew for a term of one (1) year at the end of the Initial Service Term ("Renewal Service Term") and for one (1) year at the end of each Renewal Service Term (each also a "Renewal Service Term") thereafter; *provided, however*, that the Parties have agreed upon revised Services and pricing for such upcoming Renewal Service Term. Total shall provide Client with details regarding revised Services and pricing for the upcoming Renewal Service Term no less than thirty (30) days prior to the end of the Initial Service Term or any Renewal Service Term. Either Party may terminate this Agreement upon at least thirty (30) days written notice prior to the expiration date of the Initial Service Term or any Renewal Service Term, except the initial term for the Datto Backup Solutions may not be canceled prior to the initial one year term.

**13.0 Default.**

- 13.1 If either Party fails to comply with any term or condition of this Agreement, the other Party may give written notice of such failure. If, within 15 days after receiving such notice, the noncomplying party fails to: (a) correct its non-performance; or (b) commence and continue a good faith effort to correct its noncompliance within a



commercially reasonable time, such party shall be in default ("Default"); provided, however, that no advance notice need be given in the event of: (y) Client's termination of this Agreement in accordance with Section 4.2 of this Agreement; or (z) Client's breach of any payment obligation on date due.

- 13.2 Upon the Default of either Party, the other Party may terminate this Agreement and/or exercise any other remedy set forth in this Agreement.
- 13.3 Upon the Default of Client, the total unpaid billed charges and remaining unbilled recurring charges for the Initial Service Term or Renewal Service Term, as applicable, shall be immediately due and payable by Client to Total.
- 14.0 Notices.** Any notice required or permitted hereunder will be delivered to the address of such Party indicated in the first paragraph of this Agreement, with notice deemed given as follows: (a) by personal delivery when delivered personally, (b) by a nationally recognized overnight courier upon written verification of receipt, or (c) by certified or registered mail, return receipt requested, upon verification of receipt.
- 15.0 Insurance.** Throughout the term of this Agreement, Total shall at its own expense, obtain and maintain (a) the insurance described on Schedule 1 to this Agreement and (b) Workers' Compensation insurance in the amounts required under the laws of the State of New York. Total shall furnish certificates of insurance evidencing coverage of insurance to Client upon Client's request, which shall be made upon not less than ten (10) business days' notice to Total.
- 16.0 Entire Agreement.** This Agreement, including any appendices, exhibits, schedules and attachments hereto, constitutes the entire agreement of the Parties with respect to the subject matter thereof and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. To the extent there is any conflict between the provisions of this Agreement and the provisions of any other Agreement between the Parties, the provisions of this Agreement shall control. To the extent there is any conflict between the provisions of this Agreement and the appendices, exhibits, schedules and attachments contained herein, the provisions of this Agreement shall control.
- 17.0 Amendment.** This Agreement may be modified only in writing and such modification shall be enforceable in accordance with its terms when signed by each of the Parties hereto.
- 18.0 Headings.** Section headings are inserted for convenience only and shall not be a part of this Agreement.
- 19.0 No Waiver.** No failure on the part of either Party hereto to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy or power preclude any other or further exercise of any other right, remedy, or power. No waiver shall be valid unless it is in writing and signed by the Party to be bound thereby.
- 20.0 Severability.** If a provision of this Agreement is rendered invalid by a court of competent jurisdiction, then the remaining provisions shall remain in full force and effect.
- 21.0 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. A facsimile or electronic signature shall constitute an original signature. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, permitted assigns and legal representatives.
- 22.0 Governing Law.** This Agreement shall be governed by the laws of the State of New York without reference to any conflicts of law provisions that would result in the application of the laws of any other jurisdiction. Venue for any disputes arising under this Agreement shall be in Suffolk County, New York.

- 23.0 Survival.** Section 10 of this Agreement shall survive any expiration or termination of this Agreement and continue in full force and effect for a period of three (3) years thereafter, except that the provisions of Section 10 as they apply to trade secrets shall be safeguarded for so long as such information constitutes a trade secret under applicable law. Sections 8.0, 9.0, 14, 22 and 23 shall survive any expiration or termination of this Agreement and continue in full force and effect.
- 24.0 No Assignment.** Client may not assign or sublicense its rights or obligations under this Agreement without the prior express written consent of Total.

BY THE SIGNATURES OF THE DULY AUTHORIZED REPRESENTATIVES BELOW, TOTAL AND CLIENT AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT.

**TOTAL TECHNOLOGY SOLUTIONS**

**THE CITY OF GLEN COVE**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

Joseph Cassano

\_\_\_\_\_  
(Type or Print Name)

Title: Director of Finance

Title: \_\_\_\_\_

Date: April 1, 2018

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





## Schedule 1 – Insurance



### CERTIFICATE OF LIABILITY INSURANCE

TOTAL-5

OP ID: M2

DATE (MM/DD/YYYY)

05/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>J.A. Faccibene &amp; Assoc., Inc.</b> 100 Merrick Road Suite 526 W Rockville Centre, NY 11570 J.A. Faccibene & Associates 516-766-3513		CONTACT <b>J.A. Faccibene &amp; Associates</b> PHONE (A/C, No. Ext): <b>516-766-3513</b> FAX (A/C, No.): E-MAIL ADDRESS: <b>samantha@jafinsurance.com</b>	
INSURED <b>Total Computer Systems</b> <b>Total Computer Systems LLC</b> 1895 Walt Whitman Road Melville, NY 11747		INSURER(S) AFFORDING COVERAGE INSURER A: <b>Trumbull Insurance Company</b> INSURER B: <b>Hartford Casualty Ins Company</b> INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 27120 29424	

#### COVERAGES

#### CERTIFICATE NUMBER:

#### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR TYPE	TYPE OF INSURANCE	ACORD NUMBER (MM/DD/YYYY)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired & non-owned GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PERCENT <input type="checkbox"/> LOC OTHER:		12SBQUB4347	05/24/2017	05/24/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & AD&V INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		12UECZU5015	05/24/2017	05/24/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		12RHQXY8859	05/24/2017	05/24/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
C	E&O Network Sec. Liab		6011189439 INCLUDED	12/04/2016	12/04/2017	Limit \$ 3,000,000 Retention 25,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES / ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 This certificate is evidencing coverage for the above named insured.

#### CERTIFICATE HOLDER

#### CANCELLATION

#### PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph B. Faccibene*

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



## **Appendix A– ESP Managed Services Offering**

This Appendix A, dated 04/01/18, is annexed to and made a part of that ESP Managed Services Agreement ("Agreement") dated, 04/01/18 between Total Technology Solutions ("Total") and The City of Glen Cove ("Client"), and is incorporated by reference into the Agreement.

### **1.0 Statement of Work: Essential Support Plan Offering**

#### **1.1 Scope of Services**

The Essential Support Plan (ESP) is Total's IT managed services solution focusing on securing, monitoring and maintaining IT infrastructure. As trusted partners and advisors, we continually master the latest technologies to best support your needs in a timely and professional manner, and observe the highest standards of integrity at all times. We focus on proactive account management and provide IT industry best practice recommendations and solutions.

ESP is a remote monitoring and maintenance program. By invoking a small service agent on each server and client device, we can remotely monitor, detect and correct computer system issues. This service includes applying updates and patches to operating systems components and ensuring top performance of all systems connected to the network. SNMP monitoring is provided for network connectivity devices such as Firewalls and Network Switches for remote device management, troubleshooting of connectivity issues, and network device mapping. We also provide extensive inventory reporting, asset tagging, and software license compliance auditing.

The system can isolate and identify the symptoms of computer problems in advance. ESP scans your network automatically 24x7, actually seeing potential problems and helping to prevent them before they occur. This assists in minimizing downtime and the enormous cost associated with lost productivity, missed deadlines, and lost revenue.

Total's cybersecurity approach is layered, meaning that we utilize multiple tools, policies and procedures to tailor security programs that ensure safety and business continuity. This layered defense eliminates or greatly mitigates any single weakness and ensures network security. This service includes protection from Viruses, Malware, Spyware, Phishing, Botnets, etc. We perform regularly scheduled penetration and vulnerability testing to maintain the security of your network. Multifactor authentication requires users to provide more than one factor of identity for additional security, thus ensuring that only authorized users gain access to your systems.

We use a comprehensive support management software solution to manage client IT service requests and issues. This tool enables Total Technology Solutions' service staff to share knowledge and best practices throughout the company, improving our operational efficiency while gaining insight into key management metrics. Service personnel have instant access to the information they need to solve issues quickly, thus increasing our client's productivity.








The items marked with ✓ in the following tables are offering components included in this Agreement:

<b>ESP – Essential Support Plan</b>  <b>Service options available to Client:</b>	<b>Included Services have</b>  <b>✓</b>
<b>Proactive 24x7 Network Monitoring &amp; Alerting</b> by Total's specialized Network Management Systems that flags issues before they become a threat to your business. Remote monitoring agents are installed on all covered Servers and Workstations.	✓
<b>SNMP Monitoring</b> for Network Infrastructure Management of Firewalls and Network Switches. Provides detailed flow data and analytics for remote management and troubleshooting, real-time network mapping and inventory.	✓
<b>Proactive Maintenance</b> on covered servers and workstations to reallocate system resources giving you a smoother and faster running network and helping to extend the life of your network.	✓
<b>Proactive Administration</b> of Microsoft Software Patching and Security updates by instituting customized Patch Management Policies where available, which keep your covered systems up to date on manufacturer software changes and protect your investments against the newest security threats.	✓
<b>Network Management Reports</b> to provide valuable information regarding your Network, enabling you to make better and informed decisions regarding changes to your network. Reports are provided for Asset Inventory, Patch Management, Network Health, Pre-Perimeter DNS Security, Bandwidth Allocation, and more.	✓
<b>Support Management Software</b> provides customers with a simple means of reporting and tracking their issues, and allows them access to real-time information on their service requests. Customers have the option to enter service tickets 24 hours a day, 365 days a year. <ul style="list-style-type: none"> <li>• Service Ticket Entry and Tracking</li> <li>• Searchable Knowledge Base</li> <li>• History of Service Activity</li> <li>• Automated Email Notifications</li> </ul>	✓
<b>Technical Advisor</b> services to provide consultation, guidance, and advice regarding new emerging technologies and best practices to keep your network and applications running smoothly. Service includes annual IT budgeting and technology review.	✓
<b>Antivirus, Malware, and Spyware Protection Service</b> to help eliminate security threats.	✓
<b>DNS Security Service</b> provides protection against malware, phishing, botnets, on and off corporate network. Includes Web filtering capabilities and reporting.	✓
<b>Vulnerability &amp; Penetration Testing</b> – Total will provide regularly scheduled vulnerability & penetration testing to gain a new level of visibility and insight into how your system would fare against attackers. Our system will scan your network to determine existing vulnerabilities and monitor the environment for unauthorized access attempts. Comprehensive reports will be provided along with recommendations for remediation.	



<b>ESP – Essential Support Plan</b>  <b>Service options available to Client:</b>	<b>Included Services have</b>  
<b>Multi-Factor Authentication</b> for increased cyber security protection. Two-Factor Authentication requires users to provide more than one factor of identity. This provides a much higher level of trust that only authorized users can gain access to your systems. Automatically generates single use passwords to identify authorized users for access to systems.	
<b>Please note:</b> The services listed above will be provided by Total as an on-going IT service. Total retains ownership of any software related to providing these services, and will remove / uninstall the software in the event that this agreement is terminated.	
<b>Security Information and Event Management (SIEM).</b> Dramatically improve your security infrastructure with Security Information and Event Management monitoring and testing that includes: <ul style="list-style-type: none"> <li>• 7x24 network monitoring</li> <li>• Advanced correlation</li> <li>• Real-time alerts</li> <li>• Remediation for any malicious activity</li> <li>• Integrated incident management workflow</li> </ul> <p>This item includes a software component along with technical services provided by both the software manufacturer and Total. The software is owned by the client and will remain installed on the client systems in the event that this agreement is terminated.</p>	
<b>ESP Remediation Service Options:</b>	
<b>1. ESP Console Services</b> Clients existing IT Department will have full, dedicated access to our ESP tools for full control to manage their network, including remote access to all desktops, servers, firewalls and switches. This includes access to Total Technology Solutions custom written ESP scripts and reports, the ability to perform remote application deployment (install new applications to multiple workstation at one time). All Issue Alerts go directly to Client's IT staff for review and remediation. Any escalation to Total's Help Desk for remediation will be billed additionally. Includes ½ day for Client's IT staff on ESP management tools.	
<b>a. Separate IT Service Ticket Board</b> for use by Client's IT staff to manage end-user requests for technical services and manage client's internal IT staff resources. Includes setup and ½ day of IT staff training.	
<b>2. ESP Monitoring Services</b> All Issue Alerts go to Total's Help Desk for review and remediation. All remediation labor by Total is charged additionally to the Client	





3. <b>ESP Unlimited Remote Remediation Services</b> to provide problem resolution by Total Monday – Friday, 8:30am – 6:00pm.	
a. Servers, firewalls, switches, server backups	
b. Workstations	
4. <b>ESP Unlimited On-Site Remediation Services</b> to provide resolution by Total for any IT issues that cannot be corrected through remote remediation, Monday – Friday, 8:30am – 6:00pm.	
5. <b>Emergency 7x24 Service for Mission Critical issues (for Police Department only)</b> to provide problem resolution for all mission critical IT outages on a 7x24 basis. Service provided after Business hours, weekends and holidays with a 4-hour response time.	✓
<ul style="list-style-type: none"> <li>➤ Monthly pricing will be updated as required based on changes to Client's Network.</li> <li>➤ Remediation labor is included for day-to-day support issues, and does not include new installations, moves / adds / changes and new projects</li> <li>➤ All project work and new installations will be quoted separately.</li> </ul>	✓
➤ All parts that are not covered under manufacturer warranty are billable.	✓
➤ Parts are included for Servers, Switches, Firewalls, Backup	
➤ Parts are included for all Desktops	



## 2.0 Business Continuity Solutions

**Total's Secure Cloud Server Hosting** offers access to unlimited on-demand resources, eliminating expensive IT hardware investments and enabling scale with ease. Total co-locates in top-tier data centers that comply with our stringent security, energy, compliance, reliability and geography requirements. Total's data centers meet or exceed regulatory requirements such as:

- SSAE 16 Type II (SOC 1)
- SOC 2 Type II
- TIA-942 Tier IV certified
- 24x7x365 onsite security, biometric access, & surveillance
- Regulatory standards compliant (HIPAA, SOX, PCI, etc.)
- Distributed, redundant power (2N)
- Multiple carrier backbones
- 100% uptime infrastructure guarantee

**Total's Datto Business Continuity & Disaster Recovery** solution safeguards businesses from disasters, human error, and malicious activity. Our customized solutions promote business continuity with uninterrupted access to data onsite, in transit, and in the cloud.

Total's solution protects data locally across the Local Area Network (LAN) to the backup appliance. From there, the local backups are automatically transmitted to secure SSAE 16 bi-coastal data centers. The local backup appliance can act as a restore hub for everything from files, applications, and full systems failover.

- **Ransomware Protection** - Hackers target vulnerabilities often through social engineering schemes that can leave a business without access to its own data. If ransomware is activated at your business, your files get locked and a ransom is demanded and exchanged for access to your files.
- **Business Continuity & Disaster Recovery** - Protect your business against unknown risks with frequent backups of your entire business infrastructure.
- **Disaster Recovery as a Service** - If disaster strikes, recover your data, servers, desktops, and the entire infrastructure to a virtual environment very quickly.
- **Cloud-to-Cloud SaaS Backup** - Simply, securely, and automatically control your SaaS data (e.g., hosted data on Microsoft Office 365) with Cloud-to-Cloud backup and recovery.

Business Continuity Solutions	Included Services have ✓
<p><b>Service options available to Client:</b></p> <p><b>Total Secure Cloud Server Hosting</b> - Cloud server services, security and scalability for uninterrupted operations.</p> <p>This item is provided by Total as an on-going IT service and includes a virtual component hosted on Total's private cloud. Total retains ownership of any software related to providing these services (ie. Server Operating systems). The client retains ownership of any installed application software and data. In the event that this agreement is terminated Total can provide the client with a Server image for re-deployment to an alternative platform.</p>	





Business Continuity Solutions	Included Services have
Service options available to Client:	✓
<p><b>Datto Business Continuity Services – On-premise device</b> - to include local and cloud backup, disaster recovery, onsite and offsite business continuity, Support and associated licenses with infinite cloud retention.</p> <p>This item includes a hardware component deployed at the client site, along with technical services provided by Total. The hardware device is owned by the client and will remain with the client in the event that this agreement is terminated. In order to continue to use this solution, the client will need to engage with an alternative Datto authorized provider.</p>	✓
<p><b>Datto Business Continuity Services – Virtual Cloud</b> - to include cloud to cloud backup, disaster recovery, and offsite business continuity, Support and associated licenses for 1 server with 1 year cloud retention.</p> <p>This item is provided by Total as an on-going IT service and includes a virtual component hosted on Total's private cloud. Total retains ownership of any software related to providing these services, and will remove / uninstall the software in the event that this agreement is terminated.</p>	

### 3.0 Implementation

N/A



## 4.0 Fee Schedule

Item Description	Cost
<b>ESP IT Managed Services – Coverage for 175 workstations and 12 servers</b>	
Implementation – Data collection and Installation <b>One Time Charge</b>	N/C
ESP IT Managed Services Fee <b>Monthly Charge</b>	\$4,000.00
<ul style="list-style-type: none"> <li>➤ Monthly pricing will be updated as required based on changes to Client's Network.</li> <li>➤ Remediation labor is included for day-to-day support issues, and does not include new installations, moves/adds/changes and new projects.</li> <li>➤ All project work and new installations will be quoted separately.</li> <li>➤ All parts that are not covered under manufacturer warranty are billable.</li> </ul>	
<b>Business Continuity Solutions – The below pricing was approved November 28, 2017 and will expire November 28, 2018.</b>	
Datto Cloud Fee with infinite cloud retention (Golf Course) <b>Monthly Charge</b>	\$198.00
Datto Cloud Fee with infinite cloud retention (Youth Center) <b>Monthly Charge</b>	\$198.00
Datto Cloud Fee with infinite cloud retention (City Hall) <b>Monthly Charge</b>	\$1,100.00
Datto Cloud Fee with infinite cloud retention (Police Department) <b>Monthly Charge</b>	\$839.00
Datto Cloud Fee with infinite cloud retention (Fire Department & EMS) <b>Monthly Charge</b>	\$629.00

## 5.0 Rider of Terms

**5.1 Hours of Operation.** If Client has selected Information technology (IT) support, such support will be available Monday through Friday (holidays excepted) during normal business hours (8:30AM – 6:00PM Eastern Time).

### 5.2 Exclusions.

- Service does not include new installation of equipment, hardware, third party application software, application software upgrades, or support for mobile devices or tablets.
- Services do not include repair or service required as a result of:
  - Installations, alterations or modifications to the equipment performed by anyone other than Total or an authorized Total agent;





- The failure of Client to provide and maintain a suitable installation environment at all facilities as prescribed by Total (including, but not limited to, proper electrical power, internet access, air conditions, & humidity control);
- The use of the equipment for purposes other than those for which it was designed;
- Electrical work external to the equipment or service connected with equipment relocation, reconfiguration or additions;
- Cutoff of services to Client by any utility;
- Acts of God;
- Software and hardware not owned by Client;
- Labor for troubleshooting, configuring or installing copy machines or any other hardware or peripherals provided by a third party vendor;
- Neglect, theft, or accidental damage of the equipment;
- Labor related to troubleshooting, configuring or installing non-business related software (for example, iTunes, Windows Media Player, games, etc.); and
- Projects, moves, additions or changes to Client's system or networks, unless otherwise covered by an Agreement between Client and Total.
- Total may make recommendations for hardware, software or network improvements, referred to as special projects, to improve the level of support. If implementation of the recommendation is necessary to continue efficient and effective support, and the recommendation is not implemented, Total reserves the right to exclude the item(s) needing to be replaced or repaired from Services provided. Services do not include any service after the equipment has been serviced, repaired, moved or relocated by anyone other than Total or an authorized Total agent.

### 5.3 Client Responsibilities

- **Access.** During the Initial Service Term and all subsequent Renewal Service Terms, Client agrees to purchase the Services set forth on Appendix A [and Appendix B]. Client must provide Total with the cooperation, access and detailed information necessary for Total to implement and deliver the Services, including (a) access and test time on Client's computer systems and networks sufficient for Total to provide the Services, (b) access to such employees who have substantial computer system and network and project management experience reasonably satisfactory to Total to act as project manager and as liaison between Client and Total, and (c) all appropriate usernames and passwords required to access and administer network resources, including network server, routers, firewalls, and domain names. Except for equipment owned by Client, Client will return to Total any equipment or hardware provided or utilized by Total in connection with the performance of the Services upon the expiration or termination of this Agreement. If such equipment is not returned, Client will be responsible for the then-current replacement cost thereof.
- **Non-Solicitation.** Client acknowledges that Total is in a highly strategic and competitive business. Client further acknowledges that Client would gain substantial benefit, and that Total would be deprived of substantial benefit, if Client were to directly hire any personnel employed by Total. Client shall not, without the prior written consent of Total, solicit the employment of any Total personnel or induce any Total personnel to leave to go to another firm during the term of this agreement and for a period of two (2) years following the expiration or termination of this Agreement. Client agrees that calculating damages resulting from breach by Client of this provision would be impracticable. Therefore, in the event Client violates this provision, Client shall immediately pay Total an amount equal to US \$100,000 for each employee solicited in violation of this Section 3.2 as liquidated damages. Further, Total shall have the option to terminate this Agreement without advance notice or liability to Client. The amount of the



liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Total would incur to identify, recruit, hire and train suitable replacements for such personnel.

- **Internet Connection.** Client will be required to have a suitable broadband Internet connection and agrees to provide the necessary cooperation to allow an engineer to gain remote access to Client's system(s) for the purpose of providing remote monitoring, support, and troubleshooting. Client must utilize industry recognized internet security tools to ensure that internet security is maintained and threats are mitigated. Total shall not bear any responsibility for any breaches of Client's internet security.
- **Pre-existing Equipment.** Client agrees to comply with best IT practices, recommendations and suggestions to upgrade Client's systems to an acceptable level, using business class equipment.
- **Remote Support.** Client agrees to provide necessary cooperation to assist Total in providing support via telephone or remote support tools before an on-site service is requested.
- **Security.**
  - Client understands and agrees it is Client's responsibility to implement safeguards to protect Client Data (as defined in Service Agreement) should it be destroyed, inadvertently or otherwise, through equipment malfunction, cyber-attack, or otherwise. Such data destruction, should it occur, shall be the sole responsibility of Client. Client will, in order to maintain security, have in place and maintain the following items subject to approval by Total:
    - A hardware firewall protection device.
    - Anti-virus software installed on each system.
    - A battery back-up device(s) attached to the server(s) with automatic shutdown capabilities configured.
  - Client shall maintain a written policy to ensure that user and network password security is maintained. Adherence to such written policy shall be the sole responsibility of Client.
- **System Backup.** Client agrees to maintain backup software and media, or cloud based backup solutions that meet the size and function requirements of their environment to obtain a full system backup and ensure Client's ability to recreate data as necessary.
- **Illegal Software.** No illegal, unlicensed or "bootlegged" software will be installed, supported or serviced by Total.
- **Point of Contact.** Client must assign a primary contact to coordinate the scheduling of on-site service calls, or other issues or concerns with Total.





- **Maintenance Window.** A maintenance window is a defined period of time during which planned outages and changes to production services and systems may occur. The purpose of defining standard maintenance windows is to allow the Client to prepare for possible disruption or changes. In order to maintain systems and to make sure that they are fully patched Total requires a defined maintenance window of at least one (1) hour per week during which Total can restart servers, workstations and other network devices. This window can be at any time during a twenty-four-hour period and on any day of the week. Client may also choose to have more than one window; i.e.: one for servers and another for workstations. The agreed upon times for the maintenance window(s) will be entered into the Client record and adhered to by Total's technical staff. If there is an event that requires a restart of a machine outside the defined maintenance window, Total will first seek the Client's approval.



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

# BUDGET TRANSFER FORM

DEPARTMENT: FIRE

BUDGET YEAR 2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3410-52230	EQUIP REPLACEMENT		750 <sup>00</sup>
A3410-54324	GENERAL SUPPLIES		750 <sup>00</sup>
A3410-51120	HOURLY	1500.00	

Reason for Transfer: NEW HIRE BOB CITKO @ 18<sup>00</sup> HR.

Department Head Signature:

Robert J. Marone

Date: 4/6/18

City Controller Approval:

Sandra Clarson

Digitally signed by Sandra Clarson  
DN: cn=Sandra Clarson, ou=City of Glen Cove, ou=Finance  
Dept, email=sclarson@cityofglen Cove.org, c=US  
Date: 2018.04.06 11:03:37 -0400

Date: 4-13-18

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

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



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

BUDGET TRANSFER FORM

DEPARTMENT: Police

BUDGET YEAR 2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
PD3120-52230	Equipment replacement		\$4,056.00
PD3120-55443	Technical Services	\$4,056.00	

Reason for Transfer:

Server and access licenses needed for IMPACT upgrade. The additional funds that are already in PD3120-55443 are already earmarked for something.

Department Head Signature: \_\_\_\_\_

Date: 4-17-18

City Controller Approval: \_\_\_\_\_

Date: 4-18-18

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

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



## **PRODUCTION AGREEMENT**

### **I. Parties**

This Agreement is made this \_\_\_\_\_ day of April, 2018, between and among the City of Glen Cove (hereinafter referred to as the "City") located at 9-13 Glen Street, Glen Cove, New York 11542 and the Glen Cove Downtown District Management Association, Inc., d/b/a the Glen Cove Downtown Business Improvement District (hereinafter referred to as "BID") located at 30 A Glen Street, Glen Cove, New York 11542, and is effective today and automatically renewable annually/ (hereinafter the "Agreement")

### **II. Purpose**

The purpose of this Agreement is to guide and direct the parties respecting their affiliation and working relationship and the BID's obligation to produce the Downtown Sounds Concert Series (hereinafter the "Concert Series"). Principal objectives for the relationship shall be to:

1. Establish a vehicle of economic development by:
  - A. Promoting the City of Glen Cove as the "The Musical Capitol of The Gold Coast of Long Island";
  - B. Attracting the people to Glen Cove;
  - C. Offering Glen Cove businesses the opportunity to market and promote themselves;
  - D. Branding Glen Cove as a destination for great music and great food;
  - E. Showcasing the downtown business district;
2. Enter into a collaborative relationship for the delivery of services for the Concert Series;
3. Extend the ability of the BID to provide free concerts throughout the summer;
4. Develop a relationship whereby the BID acts as vendor Production Company for the Concert Series.

### **III. Project Administration/Responsibilities**

A. During the Concert Series period from July through August 20, <sup>2018</sup>~~2017~~, the BID agrees to:

1. Provide financial support in the amount of \$25,000.00 which amount has been approved by the Glen Cove Downtown DMA, Inc. board of directors for its budget;
2. Provide its professional services, inclusive of consultative and administrative services, as sole producer of the Concert Series;
3. Facilitate and coordinate the exchange of information among all participants in the Concert Series program;
4. Meet periodically in person and by telephone and email with the City to, evaluate, and report on the Concert Series;
5. Plan and carry out publicity for the Concert Series;
6. Maintain a documentary record;
7. Maintain a separate bank account at the American Community Bank, Glen Street, Glen Cove, NY 11542 for "Downtown Sounds" on which BID members shall be signatories for all checks or disbursements up to \$1,000.00 and both City employees and BID members signatories for all checks or disbursements over \$1,000.00 (The President or Treasurer for the BID and the Mayor or Deputy Mayor for the City);
8. Provide regular bank statements to the City Controller;
9. Except as may otherwise be set forth herein the BID shall exercise sole and exclusive control over disbursements of monies for all production, marketing and distribution expenses;
10. Oversee and carry out the performances of the Concert Series;
11. Seek out sponsorship for the event;
12. Arrange for the facilities, equipment, and personnel needed for the production of the Concert Series;
13. Serve as liaison with Concert Series artists and performers; and

14. Procure historical data, photographs and literature from artists and performers participating in the Concert Series.

B. During the Concert Series period from July through August, the City agrees to:

1. To pay the BID a production management fee of \$25,000.00;
2. Provide support where possible to promote and market the Concert Series series;
3. Assist in coordinating with the BID to supplement manpower to be in attendance at the Concert Series when necessary;
4. Support sponsorship development efforts;
5. Provide logistical support where possible; and
6. Meet periodically in person and by telephone and email with the BID to, evaluate and facilitate the Concert Series.

**IV. Accounting**

City shall have the right to inspect and copy the books and records maintained by BID at all times upon reasonable notice. At City's request, BID shall retain a Certified Public Accountant to prepare a financial report for all expenditures and revenues for the Concert Series. BID shall provide City with monthly accounting statements commencing June 1, and on the 1<sup>st</sup> of each month thereafter until the conclusion of the Concert Series. In the event that a profit is realized at the conclusion of the Concert Series it shall be shared equally between the BID and the City and distributed within thirty (30) days of the preparation and submission of a final accounting acceptable to the City. On the other hand in the deficit each party shall, no later than thirty (30) days of the preparation and submission of a final accounting acceptable to the City, contribute equally to eliminate it.

**V. Term**

This Agreement shall commence as of this date and automatically renew annually. Thereafter, the term may be extended at the request of both parties.

## VI. Implementation

Free outdoor concerts will be offered every Friday night in July and August (and one Saturday night) in Village Square.

## VII. Notices

All notices or demands required under this Agreement shall be in writing and shall be deemed to have been duly given when: a) physically received in hand by the party to whom directed; or b) when sent by certified U/S Mail, return receipt requested, postage prepaid, to the other party at the following address (or at such other addresses given in writing by either party to the other):

If to the City of Glen Cove: Mayor Timothy Tenke  
City of Glen Cove  
9-13 Glen Street  
Glen Cove, New York 11542  
(516) 676-2000

If to the Glen Cove Downtown BID: Charles E. Parisi, Esq.  
Charles E. Parisi, P.C.  
58 School Street  
Glen Cove, New York 11542  
(516) 277-2600  
[CEP@CharlesEParisi.com](mailto:CEP@CharlesEParisi.com)



**Entire Understanding**

This Agreement sets forth the entire arrangement between the parties and supersedes all prior oral and written understandings, representations, and discussions between the parties respecting the subject matter of this letter. **NOTHING IN THIS AGREEMENT SHALL OBLIGATE THE CITY TO PRODUCE THE CONCERT SERIES.**

**VIII. Governing Law**

This Agreement shall be governed by and subject to the laws of the State of New York.

**IX. ASSIGNMENT**

Neither party may assign their rights and obligations pursuant to this Agreement without the prior written consent of the other.

**X. AGENCY**

The parties are entering into this Agreement as independent contractors, and neither party shall have the right to bind the other without expressing written consent of the other. City shall have the right to terminate this agreement after it gives written notice to BID of a breach or default and BID fails, refuses or neglects to cure same within seven (7) days of its receipt of said notice.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date indicated to signify their acceptance of this Agreement.

City of Glen Cove

Glen Cove Downtown DMA, Inc.

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

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND THE CITY  
OF GLEN COVE IN RELATION TO INTERMUNICIPAL COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the City of Glen Cove having its principal offices at 9 Glen Street, Glen Cove, New York 11550 ("CITY").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the CITY to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest; and

WHEREAS, it is desirable for the County and the CITY to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the CITY each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the CITY, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. The County shall provide to the CITY the use of one thirty-six (36) foot "Showmobile" for use at the Glen Cove Downtown Sounds 9 week free concert series. The dates of the concerts are: July 6, 2018; July 13, 2018; July 20, 2018; July 27, 2018, August 3, 2018; August 10, 2018; August 17, 2018; August 24, 2018; and August 31, 2018.

Section 4. The CITY shall be responsible for the pick-up and return of the Showmobile. Said pick-up and return shall be performed by the CITY Department of Public Works, in an appropriate vehicle and with an appropriately licensed operator. Pick-up shall be on July 6, 2018, at a mutually agreeable time and place. The Showmobile shall be returned to the County no later than September 1, 2018, or at a date and time that is mutually agreeable to the parties. The CITY shall be responsible for the safe storage of the Showmobile during the term of this Agreement.

Section 5. Neither party shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without the other party's prior written approval. Any alteration, change, addition, deletion or modification of any provision of this Agreement or any right either party has under this Agreement shall not be effective unless and until documented by the mutual assent of the parties in writing after all necessary approvals are obtained.

Section 6. The CITY shall pay County Two Thousand Seven Hundred and 00/100 Dollars (\$2,700.00), based on a per concert rate of Three Hundred and 00/100 Dollars (\$300.00), for the nine (9) concerts listed above. This amount is due and payable upon the execution of this Agreement.

Section 7. Regardless of whether required by Law (as defined herein), the CITY shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The CITY shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The CITY shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the CITY shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the CITY is bound by and shall comply with the terms of Appendices EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.



Section 9. The CITY shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The CITY shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the CITY or any agent of the CITY in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The CITY shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the CITY's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the CITY shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The CITY shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the CITY, or between the CITY and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) The CITY is responsible for any damage done to the Showmobile during the term of this Agreement, from pick-up through return

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the CITY with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.
- b) The undersigned representative of the CITY hereby represents and warrants that the undersigned is an officer, director or agent of the CITY with full legal rights, power and authority to sign this Agreement on behalf of the CITY and to bind the CITY with respect to the obligations enforceable against the CITY in accordance with its terms.

Section 15. The CITY will supply the County with a self-insurance letter in lieu of a Certificate of Insurance.

Section 16. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be

limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

Section 17. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF,

CITY OF GLEN COVE

By \_\_\_\_\_ Date \_\_\_\_\_

Mayor

Print Name \_\_\_\_\_

COUNTY OF NASSAU

By \_\_\_\_\_ Date \_\_\_\_\_

Deputy County Executive

Print Name \_\_\_\_\_

EXECUTE in BLUE INK.



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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2018 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; and that he or she signed his or her name hereto and has executed the above instrument.

---

NOTARY PUBLIC

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2018 before me personally came \_\_\_\_\_ to me personally known, who, being duly sworn, did depose and said that (s)he resides in \_\_\_\_\_ County; that (s)he is the County Executive or \_\_\_\_\_ Chief Deputy County Executive or \_\_\_\_\_ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

---

NOTARY PUBLIC

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified

M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective CITY Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's CITY of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the CITY of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the CITY of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this

Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the CITY Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by



the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be

included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive

Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring CITY head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

# CITY OF GLEN COVE

Effective: May \_\_, 2018

## SOCIAL MEDIA POLICY

### 1. Purpose

This Social Media Policy (“Policy”) establishes guidelines for the establishment and use by the City of Glen Cove (“City”) of social media sites as a means of conveying information to residents of the “City” and the public. To address the way residents communicate and obtain information online, City departments may consider using social media tools to reach a broader audience. The City encourages the use of social media to further the goals of the City and the missions of its departments, where appropriate.

The City of Glen Cove has an overriding interest and expectation in deciding what is "spoken" on behalf of the City on social media sites. This policy establishes guidelines for the use of social media.

All official City presence on social media sites or services are considered an extension of the City’s information networks and are governed by the City’s charter, human resource manuals and department policy manuals (e.g., the Glen Cove Police Department Manual).

Social media allows the City to:

- Address the fast-changing landscape of the internet and communication
- Increase transparency of government
- Monitor and respond to hot topics and emerging issues quickly
- Open up government to encourage citizen participation, strengthen our democracy, and support a civic culture
- Listen to residents, customers and visitors – enabling the City to improve City services, programs and practices.
- Expand communications tools with a vast distribution system for content while broadening and engaging new audiences



## **2. Definitions**

What is social media? Social media and Web 2.0 are terms used interchangeably to refer to activities that integrate technology, social interaction and content creation. This media allows people to generate, organize, share, edit and comment on web content by means of RSS and other web feeds, blogs, mashups, widgets, wikis, podcasts and photo/video sharing to name a few. Here is a list of general terms and their broad definitions.

- 2.1 Blog: A series of entries written by any one person or group of people in an on-line journal customarily posted in chronological order. Blogs can allow or disallow comments or entries.
- 2.2 Comments: Responses to a blog posting, news article, social media entry or other social networking post.
- 2.3 Internet: A computer network consisting of a worldwide network of computer networks that use TCP/IP network protocols to facilitate data transmission and exchange.
- 2.4 Post: An item inserted into a blog or an entry to any type of computerized bulletin board, forum or social media site; or the act of creating, uploading, editing or adding to any social media outlet. This includes text, photographs, video or any other multimedia file.
- 2.5 Site Administrator: Member(s) of the Mayor's Office with the proper authority for total control over the site including administrative rights enabling them to add or delete site content.
- 2.6 Social media: An on-line source that allows individuals to communicate, share, and/or exchange information with others via some form of on-line or cellular network platform. Information may include, but is not limited to, text, photographs, video, audio or other multimedia files.
- 2.7 Social networking: Involves the use of internet or mobile platforms including, but not limited to Google+, Facebook, Twitter, Instagram, LinkedIn, blogs, texting, paging or other similarly developed formats to communicate with others using the same groups while also networking with other users based upon similar interests, geographical location, skills, occupation, ideology or beliefs.

## **3. General Policies and Rules**

- 3.1 All City of Glen Cove social media sites created will be subject to approval by the Mayor, Glen Cove City Council and the City's Public Relations Officer.

- 3.2 The City of Glen Cove's web site – [www.Glencove-li.us](http://www.Glencove-li.us) - shall remain the City's primary and predominant internet presence.
- 3.3 The best, most appropriate City of Glen Cove uses of social media tools fall generally into two categories:
- As channels for disseminating time-sensitive information as quickly as possible (example: emergency information).
  - As marketing/promotional channels which increase the City's ability to broadcast its messages to the widest possible audience.
- 3.4 Wherever possible, content posted to City of Glen Cove's main website will then be available on city's social media channels if content is appropriate
- 3.5 When relevant, content posted to City of Glen Cove social media sites should contain links directing users back to the City's official websites for in-depth information, forms, documents or online services necessary to conduct business with the City of Glen Cove.
- 3.6 As is the case for City of Glen Cove's web site, the Public Relations Office and Mayor's Office staff will be responsible for the content and upkeep of any social media sites the city may create.
- 3.7 The City's Public Relations Officer and Mayor's Office staff shall monitor all content on City social media sites to ensure adherence to both the City's Social Media Policy and the interest and goals of the City.
- 3.8 Wherever possible, all City of Glen Cove social media sites shall comply with all appropriate City of Glen Cove policies and standards, including but not limited to:
- A. City of Glen Cove social media sites shall comply with Glen Cove Ethics, charter and Elections code and administrative rules.
  - B. City of Glen Cove social media sites are subject to State of New York public records laws. Any content maintained in a social media format that is related to City business, including a list of subscribers and posted communication, is a public record. The Department maintaining the site is responsible for responding completely and accurately to any public records request for public records on social media. Content related to City business shall be maintained in an accessible format and so that it can be produced in response to a request (see the City of Glen Cove Facebook standards). Wherever possible, such sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure. Users shall be notified that public disclosure requests must be directed to the City Clerk's Office.
  - C. New York State law and relevant City of Glen Cove records retention schedules apply to social media formats and social media content. Unless otherwise addressed in a specific social media standards document, the Department

maintaining a site shall preserve records required to be maintained pursuant to a relevant records retention schedule for the required retention period on a City server in a format that preserves the integrity of the original record and is easily accessible. Appropriate retention formats for specific social media tools are detailed in the City of Glen Cove Facebook standards.

- D. Users and visitors to social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between the City, Mayor's Office, City departments and members of the public.
- 3.9 Site administrators authorized to represent the City on City social media sites shall conduct themselves at all times as a professional representative of the City and in accordance with all existing City, Federal, State, and local laws.
- 3.10 City personnel (full-time, part-time, and consultants) are prohibited from using their status as a City employee to endorse a product or service, without prior written permission from the Office of the Mayor.
- 3.11 Employees are required to refrain from speech or sharing confidential information that impairs, impedes, or mis-informs the public about the performance of a department or negatively affects the public perception of the City, Office of the Mayor or individual departments.
- 3.12 The City of Glen Cove reserves the right to change, modify, or amend all or part of this policy at any time.

#### **4. Content Guidelines**

- 4.1 Postings and comments to City social media sites shall NOT contain any of the following:
  - 4.1.1 Comments that are not topically related to the post being commented upon;
  - 4.1.2 Comments in support of, or opposition to, political campaigns, candidates or ballot measures;
  - 4.1.3 Profane language or content; harassing statements. Anything which a person with reasonable sensitivities would find to be offensive;
  - 4.1.4 Content that promotes or fosters discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state, or local laws;
  - 4.1.5 Comments that are threatening, defamatory, advertisements, multiple off topic posts by a single user and repetitive posts copied and pasted by multiple users;



- 4.1.6 Sexual content or links to sexual content;
- 4.1.7 Solicitations of commerce;
- 4.1.8 Conduct or encouragement of illegal activity;
- 4.1.9 Content that violates a legal ownership interest of any other party;
- 4.1.10 Information that may tend to compromise the safety or security of the public or public systems.
- 4.1.11 Defamatory, libelous, offensive or demeaning material; City will not engage in a combative exchange
- 4.1.12 Matters in litigation or otherwise in dispute, or that could be in the future
- 4.3 Postings shall be made during normal business hours. After-hours or weekend postings shall only be made with approval of the Mayor, Public Relations Officer, and/or the Mayor's Office staff.
- 4.4 These guidelines must be displayed to users or made available by hyperlink. Any content removed based on these guidelines must be retained, including the time, date and identity of the post when available (see the City Glen Cove [Facebook](#) standards).
- 4.5 The City reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.
- 4.6 The City will approach the use of social media tools as consistently as possible, enterprise wide.
- 4.7 All new social media tools proposed for City use will be approved by Mayor, City Council and Public Relations Officer.
- 4.8 The City of Glen Cove Mayor's Office will maintain a list of all City of Glen Cove social media sites, including login and password information.
- 4.9 The City must be able to immediately edit or remove content from social media sites.
- 4.10 For each social media tool approved for use by the City the following documentation will be developed and adopted:
  - Operational and use guidelines
  - Standards and processes for managing accounts on social media sites
  - City and departmental branding standards
  - Enterprise-wide design standards
  - Standards for the administration of social media site



## **5. Social Media Standards**

The following social media tools have been approved for use by the City of Glen Cove:

- 5.1.1 Facebook – social networking site
- 5.1.2 Twitter – micro-blogging tool
- 5.1.3 Video – access to video content that provides information about a City program
- 5.1.4 Instagram – mobile, desktop and internet based photo/video sharing application and service.

## **6. Personal Use of Social Media and Networking While Off Duty**

- 6.1 City employees will not express or imply they are speaking or acting on behalf of the City or representing or presenting the interest of the Department unless authorized by the Mayor, Deputy Mayor, City Attorney and Public Relations Officer.

## **7. Procedure**

- 7.1 All Site Administrators shall be required to report any significant activity to the Mayor of the City including negative comments about the City, its Departments or its members, threats, and/or suspected criminal activity.
- 7.2 This policy is not intended to limit the right to freedom of speech or expression of City employees. However, since the City is a public entity, this policy has been established to uphold the integrity of the City and its staff, and to maintain the public trust and confidence.