

Resolution 6A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amend the Department of Public Works fees, effective January 13, 2019, as indicated:

Ch. 239: Streets and Sidewalks

Road Opening Permit Fee (Utility)	<u>Current</u>	<u>Proposed</u>
0 – 25 SF	\$125.00	\$250.00
25 – 100 SF	\$175.00	\$350.00
100 – 200 SF	\$275.00	\$550.00
200 SF	As Determined by DPW Director	\$3.00 additional per square foot
Curb Cut (Per Opening)	\$275.00	
Street Storage Permit For Roll-Off Dumpster	\$75.00	\$100.00
Scaffolds (Require Permit From DPW Director)	\$75.00	\$100.00
PODS (if they have to go into street charged as dumpster in the past)	\$75.00	\$100.00 for 30 days

Ordinance 6B

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED, that the City Council hereby amends Sec. 265-43, Schedule XI: Parking Prohibited at All Times, as it relates to Shore Road, as indicated:

Add:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Shore Road	North	From a point 30 feet east of entrance/exit corner of Sea Isle community

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with H2M Architects and Engineers for the study phase services for the remediation of contamination at Crescent Beach, in an amount not to exceed \$40,000.

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Boccia Inc., to dewater soils below the Youth Bureau basement flooring, at a cost not to exceed \$7,950.

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with LA Dell Marketing LP, to provide Office 365 subscription, in the amount of \$21,139.40, per year, for a three year commitment.

Funding: A1990-55940

Resolution 6F

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Ocean Computer Group, to provide O365 Migration, in the amount of \$8,960.

Funding: A1990-55940

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to extend the lease term agreement, with Helmos, LLC d/b/a View Grill Steakhouse, located at 111 Lattingtown Road, Glen Cove, for an additional five (5) years, March 1, 2019 through February 28, 2024.

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

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

(See Attached)

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a change order in the amount of \$1,000.00 to increase the scope and budget of the City's agreement for design/engineering services with Newport Professional Engineering, P.C., executed on June 27, 2018 by the Mayor as authorized by City Council on June 26, 2018 per Resolution 6G, to include producing a cost estimate of probable construction costs.

Funding: H3410-52240-1606

Resolution 6J

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 contract for services with Nassau County for the coordination of education programs for STOP-DWI, with payment made to City of Glen Cove in the amount of: \$11,500 for January 1, 2017 through December 31, 2017 and \$10,000 for January 1, 2018 through December 31, 2021, per year.

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the City and CSEA entered into a collective bargaining agreement dated September 22, 2015; and

WHEREAS, the agreement between the City and CSEA did not contain a provision concerning the payment of overtime; and

WHEREAS, the City and the CSEA is desirous of resolving how overtime is paid to its members and employees; and

WHEREAS, the CSEA members have voted to receive payment of overtime work in the calendar month on or before the 7th day of the succeeding calendar month; and

WHEREAS, the City and the CSEA desire to amend their agreement to include the amendment below; and

IT IS HEREBY STIPULATED and AGREED by and between the CITY and CSEA that Article XVI shall be amended to add a new Section 7 which shall state the following: "Overtime earned during the calendar month shall be paid by the City to the employee on or before the 7th day of succeeding calendar month.

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the City and CSEA entered into a collective bargaining agreement date September 22, 2015; and

WHEREAS, the agreement between the City and CSEA did not contain a provision relative to the appointment of Emergency Communication Dispatchers and the payment of night differential and holiday pay; and

WHEREAS, the City and the CSEA is desirous of resolving how night differential and holiday pay is paid to Emergency Communication Dispatchers; and

WHEREAS, the City and the CSEA desire to amend their agreement to include the amendment below and apply same retroactive to January 1, 2019; and

IT IS HEREBY STIPULATED and AGREED by and between the CITY and CSEA that Article III, Section 1 shall be amended by adding the following language

Emergency Communication Dispatchers, which includes supervisory staff, shall receive night differential and holiday pay, even when off. Night differential is paid for all tours between the hours of 4:00 P.M. and 8:00 A.M. Employees shall be permitted to work a maximum tour of 16 hours on with at least 8 hours off between tours except during emergencies.”

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Matthew Grabowski to attend Rescue Task Force for EMS, April 23 and 24, 2019, in Oriskany, New York, at a total cost of \$50.00.

Funding: A4540 55442

Resolution 6N

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Christopher DeMetropolis to attend Approaching Alzheimer’s training, April 9, 2019, in Bethpage, New York, with no cost to the City.

Funding: A4540 55442

Resolution 6O

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize Rafal Haluch, David Spy, Joseph Loiodice, Peter Solomito, Thomas Duffy and Philip Grella, Jr. to attend Bailout Training, Train the Trainer Training, March/April, in Farmingdale, New Jersey, at a cost of \$500 per person, with a total cost of \$3,000.

Funding: A3410 55442

Resolution 6P

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize Yelena Quiles to attend 2019 NY GovBuy, April 30 and May 1, 2019, in Albany, New York, at a cost of \$720.52.

Funding: A1310-55442

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, Section 4-2 (G) of the City Charter directs the Mayor, with the approval of the City Council, to appoint the Associate City Judge for the City of Glen Cove;

NOW, THEREFORE, BE IT RESOLVED, that Timothy C. O'Rourke is hereby appointed to the position of Associate City Judge for a term of six years, ending December 31, 2025, at a salary to be determined by the Office of Court Administration.

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby promote Thomas A. Kenary Jr., permanently to Emergency Communication Dispatch Supervisor, with the Police Department, at the annual salary of \$71,940 (Grade 15 Step 10) effective March 13, 2019, without further examination under Civil Service Law Section 52-7.

Resolution 7C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Anita Cocchiola as Account Clerk, with the Finance Department, effective March 13, 2019 at Grade 6 Step 0, salary \$41,322.

Budget Line: A1310-51101

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>
Megan Peet	Seasonal Recreation Leader	\$13.50 per hour
Lindsey Payton	Seasonal Recreation Leader	\$11.50 per hour
Erin Moore	Seasonal Recreation Leader	\$12.00 per hour

Budget Line: CR7140-51120



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

BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: Senior Center – Day Care Cnty

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7035-42351	TITLE III-E Caregiver Support	+ \$10,498.00	
A7035-55438	Contractual Services		+ \$5,500.00
A7035-52220	Equipment Purchase		+ \$3,500.00
A7035-55420	Repairs & Maintenance		+ \$1,498.00

Reason for Amendment:

Increase in 2019 Nassau County TITLE III-E Funding.

Department Head Signature: *Coral Waldman*

Date: 3/4/19

City Controller Approval: Sandra Clarson

Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou,
email=sclarson@cityofglencove.ny.org, c=US
Date: 2019.03.05 10:39:47 -05'00'

Date: 3/5/2019

City Council Approval-Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Police

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A3120-51101	Regular Salaries		\$25,000.00
A1990-51156	Termination Pay	\$25,000.00	

Reason for Transfer:

Transfer of funds to fund retirement payout of Sgt. Perry Giamb Bruno, there will be no replacement for the vacant position for several months.

Department Head Signature: *William F. Smith* Date: 02/26/2019

City Controller Approval: Sandra Clarson Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou=Finance
Department, email=sclarson@glen-cove.org, c=US Date: 02/25/2019

City Council Approval – Resolution Number: _____ Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Mayors Office

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1680-55438	Contractual Services	\$30,100.00	
A1990-55940	Contingency		\$30,100.00

Reason for Transfer:

Transfer of funds to purchase Office 365, funds will cover implementation, migration and training.

Department Head Signature: _____

Sandra Clarson

Date: _____

03/07/2019

City Controller Approval: _____

Sandra Clarson

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

Date: _____

03/06/2019

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Youth Bureau / Mayor's Office BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7050-55438	Contractual Services	\$7,950.00	
A1990-55940	Contingency		\$7,950.00

Reason for Transfer:

Transfer of funds to dewater Youth Bureau flooring, to prevent
future water / flooding damage.

Department Head Signature: *Sandra Clarson*

Date: 03/07/2019

City Controller Approval: Sandra Clarson

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

Date: 03/06/2019

City Council Approval – Resolution Number: _____

Date: _____

168 Broadway
Garden City Park
New York 11040



Waterproofing and Masonry Specialists

T: 516-747-7727
F: 516-747-7448
www.bocciabros.com

Contract

January 28, 2019
City of Glen Cove
Rocco Graziosi
116 Glen Street
Glen Cove NY11542

Members of:
National Society of Professional Engineers
Basement Health Association
Better Business Bureau & Consumer Affairs

Job Reference: Boccia Inc. Patented Hollow Kick Molding Sub-Floor Drainage System 75 LF
(System is designed to dewater soils immediately below the basement floor where installed)

Scope of Work:

Owner to remove stored items and obstacles prior to commencement of work to provide access to area where new system is to be installed.

- Remove portion of concrete floor and excavate exposed soils
- Supply and install a new 4" filtered perforated pipe in a drainage envelope
- Supply and install two new ½ HP automatic submersible pump in two sump tanks (electric not included)
- Supply and install new Boccia Inc. Patented Hollow Kick Molding at wall/floor cove.
- Restore portion of concrete floor (floor finishing, tile, carpet, etc., not included).

Authorized Signature: _____ Date: _____ Contractor: Richard Chalmers Date: January 28, 2019

Contract Price: \$7,950.00

+ tax as applicable [Owner shall be responsible for any sales tax, interest, penalty due on the contractor's total charge for tangible personal property and for labor, if it is determined that this work does not qualify as a capital improvement.]

Deposit due on signing: \$2,000.00 Payment due at start: \$2,795.00 Balance due on day of completion: \$3,000.00

Optional battery back-up pump add: \$685.00 approval initial _____

Credit Card # _____ Exp. Date: _____

Sec Code: _____ Full Name: _____

Estimated Start Date within 4-6 weeks of receipt of deposit and completion date 1-2 weeks from start of work, unless weather, materials availability, change orders, and other unexpected factors effect scheduling of work, unless otherwise stated. Boccia Inc. warrants areas waterproofed with the **Sub-Floor Drainage System** against water accumulation for the **LIFE OF THE STRUCTURE REGARDLESS OF OWNERSHIP** and will at no additional cost to the owner provide labor & materials as required to service the system. **TERMS AND CONDITIONS:** Basement Waterproofing is limited to where the work is performed and is designed for below grade water intrusion and not for water entry from other areas of the structure (i.e., roof, facade, window, chimney, etc.). Sump pumps carry a three year manufacturer's warranty on parts only. Owner is responsible for electric and maintaining pump is plugged in. Warranty does not cover damage or failure of system caused by acts or omissions of the owner, sewer backups, pump discharge location failure, intake obstructions, pump failure, unusual occurrences, floods and natural disasters. Additional costs relating to unforeseen conditions, concealed utilities, frail plumbing is not included. Contractor reserves the right to modify work scope to accommodate existing conditions revealed during construction. Contractor is not responsible for any damage including consequential damage caused by pump failure, power failure, or flooding. Measurements are approximations. Location of property boundaries and land surveys are owner's responsibility. Concrete, asphalt and stucco can discolor and develop cracks over time which is not considered a defect. Contractor does not guaranty against mold, dampness, condensation or humidity and makes no other guarantees express or implied unless specifically stated herein. Contractor is not responsible for incidental and/or consequential damage or unforeseen conditions including damage caused by vibration/digging during construction including: damage to landscaping, sprinkler systems, electrical, concealed pipes, etc. Electrical, plumbing, carpentry, replacing of finishes, tile, flooring, carpeting and repair work is not included. Permits are to be procured by owner as required. Permit fees and associated costs are not included. Contractor is not responsible for identifying, handling, or removal of asbestos, lead or other toxic substances. It is the owner's responsibility to perform all environmental testing and hazardous material remediation as may be required. Engineering is not included unless specifically stated. Contractor's liability for any claims whatsoever asserted by the owner/customer shall in no event exceed the contract price set forth in this contract and said claims shall be limited to said amount and that if there is any such liability, the contract price shall constitute liquidated damages. The Owner agrees to defend, indemnify and hold Boccia, Inc., its principals, agents and employees harmless from and against any and all claims, damages, liabilities, loss, costs or expenses connected with this project to the extent such acts are not caused by the negligent acts or omissions of Contractor. Contractor has the right to cease work, terminate the contract, and/or void the warrantee if any portion of the contract price is overdue. **ARBITRATION:** any disputes, controversies, or claims between owner and contractor, including but not limited to all statutory claims and all claims that arise from or relate to this contract or work to be performed by contractor, shall be resolved by binding arbitration administered by the American Arbitration Association. The owner and contractor hereby waive their rights to a jury trial and to any court proceedings. Nothing contained herein shall prohibit any party from entering an arbitration award as a judgment in any court with jurisdiction and engaging in process to enforce any such judgment. **Notice of Cancellation: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.** License #'s H171572000. 682518. 677952. 5017-HI



Dell Software - Customer Confidential

Budgetary Quote

Ken Knack

kenneth_knack@dell.com

Customer: NY-L CITY OF GLEN COVE

Contact: Anthony Frisa

Customer #: 102092618

Expiration Date: 3/31/2019

Date of Issue: 2/28/2019

Remit To:	LA Dell Marketing LP
	One Dell Way
	Round Rock TX 78680
Federal ID:	74-2616805

Product Description - Year 1 payment due at time of order	Months	Mfr #	Quantity	Price	Yr 1 Total
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	12	U4S-00002	60	75.31	\$4,518.60
O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	12	AAA-11894	80	207.76	\$16,620.80
Notes: Pricing contingent on signing 3 year Microsoft Enterprise Agreement				Yr 1 Subtotal	\$21,139.40
Contract No: 51AHM				Tax	0.00%
Customer Agreement No: PS68202				Yr 1 Grand Total	\$21,139.40
Product Description - Year 2 payment due on anniversary	Months	Mfr #	Quantity	Price	Yr 2 Total
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	12	U4S-00002	60	75.31	\$4,518.60
O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	12	AAA-11894	80	207.76	\$16,620.80
Notes: Pricing contingent on signing 3 year Microsoft Enterprise Agreement				Yr 2 Subtotal	\$21,139.40
Contract No: 51AHM				Tax	0.00%
Customer Agreement No: PS68202				Yr 2 Grand Total	\$21,139.40
Product Description - Year 3 payment due on anniversary	Months	Mfr #	Quantity	Price	Yr 3 Total
O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	12	U4S-00002	60	75.31	\$4,518.60
O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	12	AAA-11894	80	207.76	\$16,620.80
Notes: Pricing contingent on signing 3 year Microsoft Enterprise Agreement				Yr 3 Subtotal	\$21,139.40
Contract No: 51AHM				Tax	0.00%
Customer Agreement No: PS68202				Yr 3 Grand Total	\$21,139.40
				3 Year Total:	\$63,418.20

Quote Prepared By: Ken Knack

- 1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- 2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- 3) If you have a question re: your tax status, please contact your Dell Software sales representative listed above.
- 4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- 5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Bill To

City of Glen Cove
Anthony Frisa
9 Glen St Fl 3
Glen Cove, NY 11542
Phone #: (516) 676-2000
afrisa@cityofglencoveny.org

Ship To

City of Glen Cove
Anthony Frisa
9 Glen St Fl 3
Glen Cove, NY 11542
Phone #: (516) 676-2000
afrisa@cityofglencoveny.org

SALES AGREEMENT

OCG IT Consulting Services

Quote # KD016944 ver. 2

3/1/2019

Pricing is valid for only 30 Days and subject to change

DELLEMC
PARTNER
PLATINUM

Services	Hours	Cost/Hour	Cost
OCG IT Consulting Services - O365 Migration As Per SOW - CGC Office 365 Migration 1-18-18 v2.1	1.00	\$8,960.00	\$8,960.00
Total Hours	1.00	Total Cost	\$8,960.00

Summary	Amount
Services	\$8,960.00
Total	\$8,960.00



The following terms and conditions shall apply to such purchase and sale:

I. Purchase Price, Payment, Taxes

1. For each Product delivered hereunder, the price shall be paid to Seller as follows, down payment, if applicable, upon execution of this Agreement by Purchaser, and the balance, upon delivery. There shall be added to such payment amounts equal to any taxes levied by any government agency. Any personal property taxes assessable on any Product(s) on or after the actual delivery shall be borne by Purchaser.
2. Purchaser agrees that if payment is not received by Seller within ten (10) days of the date due, Purchaser shall to the extent permitted by applicable law, pay in addition, on demand as an interest charge an amount equal to one and one-half percent (1.5%) of the amount then due for each thirty (30) days or portions thereof that final payment is not made. Such charge shall be in addition to any other remedies available under this contract or by law. Seller expressly reserves the right to pursue any and all such other remedies.

II. Shipping, Handling, Installation Costs

1. The Purchaser shall pay for all shipping, handling, and installation costs.
2. Seller shall not be liable for any failure or delay in furnishing the Product, materials or labor resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, war hostilities, civil disturbance, strike, labor difficulties, Product breakdown, transportation contingencies, difficulty in obtaining parts, supplies or shipping facilities or delay of carriers.
3. Purchaser shall make available and agrees to pay for all costs associated with providing a suitable place of installation and the necessary electrical power, outlets and air conditioning required for operating the Product as defined in the Product Manufacturer's Installation Manual.

III. Title; Risk of Loss; Security Interest

Title to each Product or any part thereof sold separately or otherwise shall pass to the Purchaser upon acceptance of full payment hereof. Risk of loss shall pass to Purchaser upon delivery of the items listed in this agreement. Seller reserves title to the Product sold hereunder as security for the payment of the purchase price; provided that once Purchaser has paid the purchase price in full seller shall no longer have title to the Product sold hereunder. Should the Purchaser default in payment of any charges hereunder when due, Seller may remove and repossess any or all Product hereunder with or without notice or demand, in addition to exercising such other rights remedies as may be conferred on it by law in addition to forfeiture of all deposits prepaid to Seller. Purchaser agrees to execute all documents necessary to perfect Seller's interest. Seller agrees to execute all documents necessary to terminate such security interest once the purchase price as been paid in full.

IV. Warranties, Disclaimers

1. The Seller represents and warrants that, at the time each Product is delivered, the Seller will be the lawful owner of such Product, free and clear of any liens and encumbrances (other than those which may arise from this Agreement) and will have full right, power and authority to sell the same to the Purchaser.
2. The Warranties contained herein are made expressly in lieu of any other warranties, expressed or implied including any warranty of merchantability or fitness for a particular purpose, and of any other obligation or liability on the part of the Seller, whether the transaction is for Sale or Lease, including but not limited to special or consequential damages, arising out of or in connection with this Agreement.

V. Applicable Law

1. This Agreement shall be governed by the laws of New Jersey and constitutes the entire Agreement between the Seller and the Purchaser with respect to the purchase of the Product(s) superseding all prior correspondence between the parties (including, without limitation, any purchase orders submitted by the Purchaser to the Seller). Purchaser hereby consents to the institution and/or defense of any action or proceeding in connection with this Agreement in the Courts of the State of New Jersey. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment, or modification is in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.
2. In the event that the Seller retains an attorney to enforce collection of any amounts due from the Purchaser under the terms of this Agreement, the Purchaser agrees to pay the cost thereof, and including court costs. Purchaser further agrees to pay interest at the rate of 18% accruing on any balance due under this Agreement 30 days from default of any payment due hereunder in the event collection proceedings are instituted.
3. This Agreement shall not be assignable by the Purchaser (other than to any affiliate of the Purchaser) without the prior written consent of the Seller, and any attempted assignment without such consent shall be void.
4. This Agreement shall be executed by the Seller prior to being executed by the Purchaser, it shall become voidable, at the Seller's option 10 business days after the date of the Seller's execution thereof, unless the Seller shall have received by such date a copy thereof executed by an authorized representative of the Purchaser.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporation action to execute this Agreement.

Purchaser

By _____ Title _____ Date _____
PO # _____

OCEAN COMPUTER GROUP, INC.

By _____ Louis Tsotakos, President Date _____



Municipal Engineering & Infrastructure
Civil/Site/Structural Design
Building & Site Inspections

January 21, 2019

Ann S. Fangmann, AICP
Executive Director, Glen Cove CDA & IDA
City Hall - 9 Glen Street
Glen Cove, NY 11542

Re: Proposed Fire Department Kitchen Upgrades
Design Change Order #1 (DCO#1)

Dear Ms. Fangmann:

Newport Professional Engineering, PC is pleased to provide this Change Order proposal for Engineering Support Services relating to its contract with the City of Glen Cove for the above-captioned project.

The following Tasks are anticipated to be performed during the Design Phase;

- a) Based on proposed Newport Engineering plans for Kitchen Modernization, as part of this change order NY Estimating is to provide construction estimate of probable construction costs.

Newport Engineering shall proceed with this task upon receiving approval from the City.

FEES & PAYMENT TERMS

For the Scope of Services Items 1a - The Engineering Fee would be performed on a Lump Sum basis of \$ 1,000.00;

Very truly yours,

Nicholas J. DeSantis

Nicholas J. DeSantis, P.E.
Principal Engineer

71 West Main Street, Suite 5
Oyster Bay, New York 11771
Tel: 516.922.2672
Fax: 516.922.2686
www.newportpe.com

1/22/2019
Page 2 of 2

TO BE COMPLETED BY CLIENT:

Accepted by _____
PRINT NAME

Signature _____

Date _____

71 West Main Street, Suite 5
Oyster Bay, New York 11771
Tel: 516.922.2672
Fax: 516.922.2686
www.newportpe.com

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is 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 for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) The City of Glen Cove, having its principal office at 1 Bridge Street, Glen Cove, NY 11542 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

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

1. Term. This Agreement shall commence on January 1, 2017 and terminate on December 31, 2021, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the coordination of educational programs for STOP-DWI; support for current grant and safety programs; organization and scheduling of activities; assistance with preparation of grant applications and assistance in the financial management of STOP-DWI and New York State Governor's Traffic Safety Committee activities in Nassau County (the "Services"). The proposed activities are outlined in the program description annexed hereto as "Appendix A" and made part hereof.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed the sum of:

Eleven Thousand Five Hundred Dollars (\$11,500.00) for January 1, 2017 through December 31, 2017 (the "First Year Maximum Amount"),

Ten Thousand Dollars (\$10,000.00) for January 1, 2018 through December 31, 2018 (the "Second Year Maximum Amount"),

Ten Thousand Dollars (\$10,000.00) for January 1, 2019 through December 31, 2019 (the "Third Year Maximum Amount"),

Ten Thousand Dollars (\$10,000.00) for January 1, 2020 through December 31, 2020 (the "Fourth Year Maximum Amount"),

Ten Thousand Dollars (\$10,000.00) for January 1, 2021 through December 31, 2021 (the "Fifth Year Maximum Amount"),

which shall be payable as per the program budget attached hereto as "Appendix B."

(b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Thirty-One Thousand Five Hundred Dollars (\$31,500.00), representing the First, Second and Third Year Maximum Amounts. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered.

Such notification shall serve as notice to proceed.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. 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.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) 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.

(e) 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 disclosure form(s), if applicable, 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.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, 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; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities

under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt

requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. 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 modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties 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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

The City of Glen Cove

By: _____

Name: _____

Title: _____

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the _____ day of _____ in the year 20____ 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 _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

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

On the ____ day of _____ in the year 20__ 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 _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

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 herein 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, for the purpose of 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 Department 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 Department 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 Department 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 Department 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 arbitrators 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 Department 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.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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 good faith 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 Department 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.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 20__.

Notary Public

MEMORANDUM OF AGREEMENT

WHEREAS, the City and CSEA entered into a collective bargaining agreement dated September 22, 2015, and

WHEREAS, the agreement between the City and CSEA did not contain a provision concerning the payment of overtime; and

WHEREAS, the City and the CSEA is desirous of resolving how overtime is paid to its members and employees; and

WHEREAS, the CSEA members have voted to receive payment of overtime work in the calendar month on or before the 7th day of the succeeding calendar month; and;

WHEREAS, the City and the CSEA desire to amend their agreement to include the amendment below; and

IT IS HEREBY STIPULATED and AGREED by and between the CITY and CSEA that Article XVI shall be amended to add a new Section 7 which shall state the following: "Overtime earned during the calendar month shall be paid by the City to the employee on or before the 7th day of succeeding calendar month.

Dated: Glen Cove New York
 March 2019

City of Glen Cove

Maureen Pappachristou, CSEA President

Timothy Tenke – Mayor

MEMORANDUM OF AGREEMENT

WHEREAS, the City and CSEA entered into a collective bargaining agreement date September 22, 2015, and

WHEREAS, the agreement between the City and CSEA did not contain a provision relative to the appointment of Emergency Communication Dispatchers and the payment of night differential and holiday pay; and

WHEREAS, the City and the CSEA is desirous of resolving how night differential and holiday pay is paid to Emergency Communication Dispatchers; and

WHEREAS, the City and the CSEA desire to amend their agreement to include the amendment below and apply same retroactive to January 1, 2019; and

IT IS HEREBY STIPULATED and AGREED by and between the CITY and CSEA that Article III, Section 1 shall be amended by adding the following language "Emergency Communication Dispatchers, which includes supervisory staff, shall receive night differential and holiday pay, even when off. Night differential is paid for all tours between the hours of 4:00 P.M. and 8:00 A.M. Employees shall be permitted to work a maximum tour of 16 hours on with at least 8 hours off between tours except during emergencies."

Dated: Glen Cove New York
March 2019

City of Glen Cove

Maureen Pappachristou , CSEA President

Timothy Tenke – Mayor