

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED, that the City Council hereby amends Section 265-54 Schedule XXII: Special Purpose Parking Zones, as it relates to Pulaski Street Garage, first floor, as follows:

Add:

<u>Name</u>	<u>Side</u>	<u>Authorized Purpose or Vehicle</u>	<u>Location</u>
Pulaski Street Garage	South East	Electric Vehicles Charging Only	3 parking spaces on first floor in front of charging station

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the City of Glen Cove is a member of the New York State Health Insurance Program (NYSHIP); and

WHEREAS, the City of Glen Cove provides health insurance through NYSHIP, dental insurance and vision insurance for its employees, retirees and/or their dependents therein; and

WHEREAS, the City is responsible for providing and determining the eligibility of its retirees as well as the receipt of benefits within NYSHIP and other insurance provided by the City; and

WHEREAS, the City would like to implement the recommendations of the audit report therein; and

WHEREAS, the City has determined that six (6) former employees of the City were awarded health, vision and dental insurance benefits in error; and

NOW, THEREFORE BE IT RESOLVED by the Glen Cove City Council as follows:

1. The City of Glen Cove, effective June 1, 2019, hereby terminates all Health Insurance, Vision and Dental insurance provided to the following former employees of the City of Glen Cove: Francis Deegan, Leonard Baron; Gilbert Gallego; Anthony Jimenez, Vincent Taranto; Anthony Maurino;

The Controller and Director of Personnel are hereby authorized to take all action required to effectuate this resolution

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

**RESOLUTION MAINTAINING RECORDS
FOR INSURANCE ELIGIBILITY**

WHEREAS, the City of Glen Cove is a member of the New York State Health Insurance Program (NYSHIP); and

WHEREAS, the City of Glen Cove provides health insurance through NYSHIP and other insurance benefits for its retirees and its employees; and

WHEREAS, the City is responsible for providing and determining the eligibility of its retirees as well as its employees within NYSHIP and other insurance programs; and

WHEREAS, the City has recently concluded an audit regarding the eligibility of its retirees and its former employees participating in NYSHIP and other insurance programs; and

WHEREAS, the City would like to implement the recommendations of the audit report therein;

NOW, THEREFORE BE IT RESOLVED by the Glen Cove City Council as follows:

1. The personnel officer shall ensure that a personnel file exists for every employee and retiree that participates in the New York State Pension System, NYSHIP and any other insurance plan that is provided by the City of Glen Cove;
2. The personnel officer and the Controller shall have access to the NYBEAS system or another other system maintained by NYSHIP for the purposes of maintaining NYSHIP eligibility;

3. A checklist shall be created for every file and every file contain documentation that supports when the employee or former employee was hired by the city, the position, the amount of pay, the date of separation or termination from employment and any premiums paid on behalf of the employee for insurance benefits provided by City of Glen Cove;
4. The City shall create and maintain a database within the Munis System for all insurance benefits provided to City employees, former employees and retirees;
5. The decision to grant all insurance benefits in retirement or separation from employment with the City of Glen Cove shall require the approval of the personnel officer and the controller;
6. The City shall conduct an audit every five (5) years regarding the eligibility of retirees or employees participating or receiving benefits in the New York State Health Insurance (NYSHIP) Program, Dental Insurance and Vision Plans;

The personnel officer shall forward a list to the Mayor and City Council annually of all employees and former employees receiving insurance wherein the City is required to pay premiums for health insurance, Dental Insurance, Vision or provide reimbursement under Medicaid Part B.

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

RESOLUTION TO CHANGE THE MEDICARE REIMBURSEMENT DATE

WHEREAS, the City of Glen Cove as a member of the New York State Health Insurance Program (NYSHIP) is mandated to reimburse retirees and/or dependents for payments made under Medicare Part B; and

WHEREAS, the City of Glen Cove must reimburse its retirees and/or dependents the monthly premium charge for coverage under Medicare Part B including any income related monthly adjustment amounts (IRMMA); and

WHEREAS, the City is currently reimbursing its retirees and/or dependents on a bi-annual basis; and

WHEREAS, the City will be reducing its administrative costs by reimbursing its retirees on an annual basis; and

NOW, THEREFORE BE IT RESOLVED by the Glen Cove City Council as follows:

1. The City will reimburse its retirees and /or dependents all Medicare Part B payments once per year commencing January 2020;
2. All retirees shall submit to the personnel department, a request for reimbursement in the form of a proof of award letter and/or a Social Security Administration (SSA) 1099;
3. All requests for reimbursement by the retirees and/or dependents shall be submitted to the City no later than January 31, 2019 and by January 31 of each and every year thereafter;
4. The City will reimburse its retirees and/or dependent's upon submission of the requested documentation in February of each year.

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

Resolution authorizing the City Council to accept the Draft Generic Environmental Impact Statement (DGEIS) for the Brownfield Opportunity Area (BOA) Step III Implementation Strategy for the Orchard Neighborhood and Sea Cliff Avenue Corridor and set a date for a public hearing and written comment period

WHEREAS, the City of Glen Cove (the "City") accepted the Brownfield Opportunity Area ("BOA") Step III Implementation Strategy for the Orchard Neighborhood and Sea Cliff Avenue Corridor as complete for the purpose of review under the State Environmental Quality Review Act ("SEQRA") on January 22, 2019; and

WHEREAS, on January 22, 2019, the City as the SEQRA Lead Agency adopted a Positive Declaration pursuant to SEQRA thereby requiring and authorizing that a Generic Environmental Impact Statement ("GEIS") be prepared to further identify, assess, prevent and/or mitigate potential environmental impacts to the maximum extent practicable; and

WHEREAS, also on January 22, 2019, the City accepted a Draft Scope containing the recommended scope and contents of a GEIS based on the review and conclusions of the Long Environmental Assessment Form ("EAF") Parts I, II and III and contents of the Positive Declaration for the purpose of receiving written input, and

WHEREAS, the City made the Draft Scope available to the public on the City website, as a public notice in the *Glen Cove Herald Gazette* on January 24, 2019 and

through publication on the New York State Department of Environmental Conservation (“NYS DEC”) Environmental Notice Bulletin (“ENB”) on January 30, 2019 with instructions for the public to provide comment through the close of business on February 15, 2019; and

WHEREAS, the Draft Scope was circulated to the New York State Department of State (“NYS DOS”) as an involved agency and to numerous potential interested agencies with instructions to provide comments on the Draft Scope; and

WHEREAS, upon request from the Town of Oyster Bay, an interested agency, the deadline was extended by resolution of the City at the February 12, 2019 City Council meeting to accept comments on the Draft Scope through the close of business on March 8, 2019, after which notice of the extension was posted on the NYS DEC ENB, on the City website, and by letter to interested agencies; and

WHEREAS, all written comments on the Draft Scope were reviewed by Nelson Pope & Voorhis (“NP&V”), the City’s BOA consultant, and a Final Scope was prepared by NP&V to incorporate substantive comments as feasible to provide an outline of the required scope and contents of the Draft GEIS; and

WHEREAS, the City Council adopted the Final Scope on March 26, 2019 and directed NP&V to prepare a Draft GEIS in accordance with the adopted Final Scope and the requirements of 6 NYCRR Part 617; and

WHEREAS, NP&V worked closely with City and Glen Cove Community Development Agency (“CDA”) staff in preparing the Draft GEIS and ensuring that it is consistent with the adopted Final Scope, that the document is thorough but focused, accurate, and meets the standards and requirements of adopted 6 NYCRR Part 617; and

WHEREAS, the City Council has received copies of the Draft GEIS, has been briefed by NP&V and CDA staff, and has considered the scope and content of this document;

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby accepts the Draft GEIS as adequate in scope and content to commence public review and authorizes the filing of the document with the City Clerk, posting of the document on the City’s website, and circulation of notices of completion to involved and interested agencies; and

BE IT FURTHER RESOLVED, that a public hearing is hereby scheduled for Thursday, June 27, 2019 at 7:00 pm at City Hall located at 9 Glen Street to hear all comments regarding the BOA Step III Implementation Strategy for the Orchard Neighborhood and Sea Cliff Avenue Corridor and its Draft GEIS; and

BE IT FURTHER RESOLVED, that the City will receive written comments on the Draft GEIS through the close of business on Monday, July 29, 2019; and

BE IT FURTHER RESOLVED, that required notices be published in the *Glen Cove Herald Gazette* and NYSDEC ENB for the next available publication dates, indicating the Council’s acceptance of the Draft GEIS; the scheduling of a public hearing; and the hearing’s purpose, date, time, and location, and comment period for receipt of written comments.

Resolution offered by Mayor Tenke and seconded by _____

RESOLUTION AUTHORIZING THE CITY OF GLEN COVE TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF NASSAU TO ACCEPT A GRANT IN THE AMOUNT OF \$73,700.00 FOR THE PURCHASE OF FIRE RESCUE WQUIPMENT FOR THE GLEN COVE VOLUNTEER FIRE DEPARTMENT

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

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

WHEREAS, the County of Nassau would like to provide certain funds to the City of Glen Cove in the form of a grant in order to purchase fire safety and rescue equipment for the City’s Volunteer Fire Department in the form of Scott Pack Masks and Cylinders and Scott Pack Hot/Cold Spot Tracker equipment; and

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

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

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

1. The City Council hereby adopt the inter-municipal agreement dated May 28, 2019;
2. The Mayor is hereby authorized to enter into a new inter-municipal agreement as required with the County of Nassau for the purchase of said equipment in accordance with the terms of the agreement herein.

Resolution offered by Mayor Tenke and seconded by _____

RESOLUTION AUTHORIZING THE CITY OF GLEN COVE TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF NASSAU TO ACCEPT A GRANT IN THE AMOUNT OF \$19,998.05 FOR THE PURCHASE OF

**COMPUTER LAB EQUIPMENT AND SUSTAINABILITY PROJECT SUPPLIES
FOR THE GLEN COVE YOUTH BUREAU**

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

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

WHEREAS, the County of Nassau would like to provide certain funds to the City of Glen Cove in the form of a grant in order to purchase computer lab equipment and supplies for Sustainability Project for the benefit of the Glen Cove Youth Bureau and in furtherance of providing support to the County's office of Youth Services mission; and

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

WHEREAS, the Mayor of the City of Glen Cove previously executed an inter-municipal agreement between the City of Glen Cove and the County of Nassau on October 16, 2017; and

WHEREAS, the City of Glen Cove has funded the expenditure for said agreement and the City would like to ratify the agreement previously executed therein; and

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

THEREFORE, NOW BE IT RESOLVED, that the City Council hereby authorizes the following:

1. The City Council hereby adopts the inter-municipal agreement dated October 16, 2017;
2. The Mayor is hereby authorized to enter into a new inter-municipal agreement if required with the County of Nassau for the purchase of said equipment in accordance with the terms of agreement therein.

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Fireworks by Grucci, Inc. to produce and display fireworks on July 4, 2019 at Morgan Park, in the amount of \$33,200.

Funding: A7550-55557

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the Purchasing Agent was authorized to advertise for bids of furnishing and delivering sodium hydroxide; and

WHEREAS, Triathlon Industries d/b/a/ Tridon Chemical, 87G North Industry Court, Deer Park, New York 11729, submitted the lowest responsible bid; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Purchasing Agent is hereby authorized to accept the bid of Triathlon Industries d/b/a/ Tridon Chemical, 87G North Industry Court, Deer Park, New York 11729, in the amount of:

<u>25% Solution of Sodium Hydroxide</u>	
150 Gallons	\$10.50
2,000 Gallons	\$1.65
3,000 Gallons	\$1.40
<u>50% solution of Sodium Hydroxide</u>	
1,000 Gallons	\$3.35
2,000 Gallons	\$2.50

Funding: F8300-54309

Resolution 6J

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 6K

Resolution offered by Mayor Tenke and seconded by _____

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

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Theresa A. Macchio	19-2658	\$1,000
Peter Pinello	19-2665	\$1,594.42

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Church of St. Rocco to host their annual “Procession for Feast of St. Anthony”, June 13, 2019, 7:00 p.m. to 9:00 p.m. and closing of the following streets:

- Third St.
- Wolfe St.
- First St.

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Church of St. Rocco to host their annual “Feast of Corpus Christi”, June 23, 2019, 11:00 a.m. to 1:00 p.m. and closing of the following streets:

- Third St.

Wolfe St.
First St.

Resolution 6N

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove Senior Center to host their annual “Senior Recognition Day”, September 7, 2019, 11:30 a.m. to 2:00 p.m. and closing of Glen Street between Pulaski Street and Town Path.

Resolution 6O

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove Police Department to host their annual “National Night Out”, August 6, 2019, 6:00 p.m. to 9:00 p.m. and closing of the following streets:

Bridge St.
Glen Street
School Street

Resolution 6P

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor’s Office to host their annual “Kids Play Day Event”, June 8, 2019, with rain date June 9, 2019, 12:00 p.m. to 3:00 p.m., at Prybil Beach.

Resolution 6Q

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Donato Cipriano to attend Rescue Task Force for EMS, July 11 and 12, 2019, at State Preparedness Training Center, Oriskany, New York, at total expense of \$310.80.

Funding: A4540-55442

Resolution 6R

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Donato Cipriano to attend Active Threat Integrated Response Court (ATIRC), June 3 through June 5, 2019, Oriskany, New York, at total expense of \$365.80.

Funding: A4540-55442

Resolution 7A-1

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, an examination for Police Officer was given by the Municipal Civil Service Commission of Glen Cove; and

WHEREAS, an eligible list No. 62501 was established by the Glen Cove Municipal Civil Service Commission; and

WHEREAS, Alyssa M. Pagano is certified as eligible under list No. 62501 by the Glen Cove Municipal Civil Service Commission;

NOW, THEREFORE, BE IT RESOLVED, that, Alyssa M. Pagano is hereby appointed as a Police Officer with the Police Department with an annual salary of \$36,678,000 with an effective date of May 29, 2019.

Funding: PD3120-51101

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, an examination for Police Officer was given by the Municipal Civil Service Commission of Glen Cove; and

WHEREAS, an eligible list No. 62501 was established by the Glen Cove Municipal Civil Service Commission; and

WHEREAS, Matthew J. Grabowski is certified as eligible under list No. 62501 by the Glen Cove Municipal Civil Service Commission;

NOW, THEREFORE, BE IT RESOLVED, that, Matthew J. Grabowski is hereby appointed as a Police Officer with the Police Department with an annual salary of \$36,678,000 with an effective date of May 29, 2019.

Funding: PD3120-51101

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Kyler Sang as part-time Clerk, with the Finance Department, at \$10.50 per hour, effective May 29, 2019 through August 9, 2019.

Budget Line: A1310-51120

Resolution 7D

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>
Nicholas Kiaer	Seasonal Laborer	\$10.50 per hour	5/29/19 – 11/30/19
Matthew	Park Attendant	\$9.00 per hour	5/25/19 – 9/2/19

Pemberton			
Evan O'Regan	Park Attendant	\$8.00 per hour	5/25/19 – 9/2/19
Jasmine Rosario	Part Attendant	\$10.00 per hour	5/25/19 – 9/2/19
Francesco Sfoggia	Lifeguard	\$15.00 per hour	5/25/19 – 9/2/19
Nicole Murphy	Lifeguard	\$20.00 per hour	5/25/19 – 9/2/19

Budget Line: CR 7140-51120

Resolution 9A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amends the annual salary of Spiro Tsirkas, from \$66,480 to \$72,480, effective June 1, 2019.

Resolution 9B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amends the hourly salary of Russell Lerch, from \$13.00 to \$15.00 per hour, effective May 29, 2019.

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 10 GLEN COVE AVENUE, GLEN COVE, NEW YORK 11542 ("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;

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. Under all applicable rules of public bidding and procurement, the CITY will undertake a project to purchase emergency response equipment such as pack marks, cylinders, and related alligator clips along with hot/cold spot trackers, trick chargers, lanyards, and batteries for the same, all with a useful life of no less than five (5) years, in furtherance of the COUNTY's Fire Mutual Aid Plan ("Project"). The CITY represents and warrants that it has completed its review of the project pursuant

to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide SEVENTY-THREE THOUSAND, SEVEN HUNDRED DOLLARS (\$73,700.00) ("Funds") to the CITY for the purchase of goods and services in connection with the Project. Payment shall be made to the CITY in arrears and on a reimbursement basis and shall be contingent upon (i) the CITY 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 County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The CITY shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The CITY shall (i) as between the County and the CITY, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the CITY for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

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) 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.

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.

IN WITNESS WHEREOF,

CITY OF GLEN COVE

By _____ Date _____

Print Name Timothy Tente, Mayor



COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

EXECUTE in BLUE INK.

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 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 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.

Quote

SOUTH SHORE FIRE & SAFETY
 EQUIPMENT DISTRIBUTORS INC
 579 EAST MEADOW AVENUE
 EAST MEADOW, NY 11554
 PH 516-794-4000 FAX 516-794-1016

Order Number: 0018014
 Order Date: 11/16/2018

Salesperson: 0000
 Customer Number: 00-GLENCO2

Sold To:
 GLEN COVE FIRE DISTRICT
 10 GLEN COVE AVENUE
 GLEN COVE, NY 11542
 Confirm To:

Ship To:
 GLEN COVE FIRE DISTRICT
 10 GLEN COVE AVENUE
 GLEN COVE, NY 11542

Customer P.O.	Ship VIA	F.O.B.	Terms		
			NET 30		
Item Code	Unit	Ordered	Shipped	Price	Amount
NYS CONTRACT 66798 WOMENS OWNED BUSINESS					
N/I/P SCOTT X380 TIC W/HOT/COLD SPOT TRACKER W/TRUCK CHARGER W/SPARE BATTERY W/LANYARD OUR PC 66816 PART NUMBER 8003040	EACH	4.00	0.00	8,353.80	33,415.20
N/I/P LESS COMPETITIVE TRADE IN	EACH	4.00	0.00	1,000.00-	4,000.00-

FOB FACTORY/ADD 3% FOR CC PAYMENTS
 PRICES VALID FOR 30 DAYS

Net Order: 29,415.20
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
Order Total: 29,415.20

Quote

SOUTH SHORE FIRE & SAFETY
 EQUIPMENT DISTRIBUTORS INC
 579 EAST MEADOW AVENUE
 EAST MEADOW, NY 11554
 PH 516-794-4000 FAX 516-794-1016

Order Number: 0017740
 Order Date: 9/12/2018

Salesperson: 0000
 Customer Number: 00-GLENCO2

Sold To:
 GLEN COVE FIRE DISTRICT
 10 GLEN COVE AVENUE
 GLEN COVE, NY 11542
 Confirm To:
 CHIEF MARINO

Ship To:
 GLEN COVE FIRE DISTRICT
 10 GLEN COVE AVENUE
 GLEN COVE, NY 11542

Customer P.O.	Ship VIA	F.O.B.	Terms		
			NET 30		
Item Code	Unit	Ordered	Shipped	Price	Amount
N//P SCOTT AP75 4.5 CGA W/PT PASS W/ALLIGATOR CLIP PNX3224021000301	EACH	7.00	0.00	5,621.52	39,350.64
N//P AV3000 H/T MEDIUM MASK PN201215-02	EACH	7.00	0.00	297.00	2,079.00
N//P SCOTT 4.5 30MIN CYLINDERS PN 804721-01	EACH	7.00	0.00	904.00	6,328.00
N//P LESS \$500 PER PACK VOLUME DISCOUNT NYS CONTRACT PC66816	EACH	7.00	0.00	500.00-	3,500.00-

Net Order: 44,257.64
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
 Order Total: 44,257.64

PLUS FOB: FACTORY / **ADD 3% FOR CC PAYMENTS**
 PRICES VALID FOR 30 DAYS

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 128B Glen Street, Glen Cove New York 11542 ("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;

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

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. Under all applicable rules of public bidding and procurement, the CITY will undertake a project to update the computer lab of the Glen Cove Youth Bureau to modernize their curriculum and better educate the students in the area of computers. The CITY represents and warrants that it has completed its review of the project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations

evidencing its SEQRA compliance.

Section 4. The County shall provide NINETEEN THOUSAND, NINE HUNDRED, NINETY-EIGHT DOLLARS AND FIVE CENTS (\$19,998.05) ("Funds") to the CITY for the purchase of goods and services in connection with the Project. Payment shall be made to the CITY in arrears and on a reimbursement basis and shall be contingent upon (i) the CITY 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 County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The CITY shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The CITY shall (i) as between the County and the CITY, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

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) 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.

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.

IN WITNESS WHEREOF,

CITY OF GLEN COVE

By *Gregory J. Spivak* Date 10-16-2017
MAYOR

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

EXECUTE in BLUE INK.

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 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.

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- 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 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.

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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.

1 This agreement dated May 10, 2019 consisting of five (5) pages is for a

2 Fireworks Performance Contract

3 Between: Fireworks by Grucci, Inc. And: City of Glen Cove
 4 20 Pinehurst Drive 9 Glen Street, Third Floor, Room 305
 5 Bellport, NY 11713 Glen Cove, NY 11542
 6 Tel: 631-286-0088 516-676-2004
 7 Fax: 9036 0108



9 I. AGREEMENT:

10 Whereas both Fireworks by Grucci, herein referred to as Grucci, and the City of Glen Cove, herein referred to as
 11 Sponsor, agree that Grucci shall, pending receipt of all required permits, signed contract, and payment in full,
 12 produce and display fireworks fired from a barge (approximate coordinates: 40°51'58.00"N; 73°39'34.00"W) on
 13 the Hempstead Harbor off Morgan Park, Glen Cove, NY as follows:
 14

Date	Time of Display	Duration (minutes)	Class of Fireworks	Fireworks Contract	Discount	Total Fireworks Performance Contract
July 4, 2019	9:15 PM	15 - 20	State	\$35,000 ⁰⁰	-\$1,800 ⁰⁰	\$33,200 ⁰⁰
	Initial here					

16 II. SERVICE AGREEMENT:

17 The Total Fireworks Performance Contract cost above is quoted fob destination at site for the fireworks display
 18 and transportation of personnel, equipment and fireworks. Services that need to be provided and paid for by the
 19 Sponsor are as detailed in Addendum B.

21 III. PAYMENT SCHEDULE:

22 Payment of the Total Fireworks Performance Contract for \$33,200⁰⁰ shall be paid by Sponsor as follows:
 23 a) A deposit of \$16,600⁰⁰ is due and payable with the return of the signed Fireworks Performance Contract on or
 24 before June 1, 2019.
 25 b) The balance of \$16,600⁰⁰ is due and payable on or before July 1, 2019.
 26 c) A fee of \$200.00, plus 1 ½% interest will be charged to any unpaid balance per month.

28 IV. CREDITING AND INTELLECTUAL PROPERTY RIGHTS:

29 Sponsor shall refer to Grucci as "Fireworks by Grucci" in all spoken media references of the Performance. Grucci
 30 shall also be credited as "Fireworks by Grucci" in all written references to the Performance, whether in print or
 31 online, including but not limited to any and all editorial, social media and/or marketing or advertisement(s) of the
 32 Performance. Sponsor shall utilize, in addition to the "Fireworks by Grucci," written credit, the authorized logo
 33 referenced in Addendum A, in all print and online media and/or any other visual marketing, advertisement and
 34 promotion of the Performance.

36 Sponsor understands and agrees that the Performance is designed by Phil Grucci and that the Performance is
 37 engineered, produced, and realized by Fireworks by Grucci (collectively, the design, engineering, production and
 38 realization of all elements of the Performance herein referred to as the "Protected Elements"). Accordingly,
 39 Grucci exclusively owns and retains any and all Intellectual Property Rights (including Copyrights) associated with
 40 the Protected Elements, and Sponsor may not sell, transfer, assign or otherwise convey such rights without
 41 Grucci's prior written consent. Sponsor understands and agrees that Grucci may utilize all or part of the
 42 Protected Elements in connection with other performances by Grucci for unrelated third parties. Sponsor agrees
 43 to keep all information regarding the Protected Elements confidential.

45 V. PERFORMANCE PHOTOGRAPHY/VIDEOGRAPHY:

46 The parties agree to cooperate in good faith with respect to the production and use of photos and/or videos of
 47 the Performance; provided each party shall retain exclusive ownership of the copyrights of such items respectively

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48 commissioned by them. Sponsor agrees to provide Grucci's photographers with access to suitable Sponsor-
49 controlled locations to record the Performance. Sponsor further agrees, whenever and wherever possible, to reach
50 out to third parties to assist Grucci's photographers in gaining access to suitable locations not under Sponsor's
51 control.

52
53 **VI. RESCHEDULE DATE:**

54 In the event the fireworks performance is rescheduled for any reason, Grucci has reserved July 5, 2019 as an
55 inclement weather date in consideration for a 15% fee per day of the Fireworks Performance Contract total plus
56 all out of pocket expenses. These costs shall be paid by the Sponsor upon demand. In any event, the Sponsor shall
57 be responsible for full agreement price and those related costs as stated above.

58
59 **VII. GOVERNMENT PERMITS AND REGULATIONS**

60 Grucci shall file for all necessary permits, licenses and approvals applicable to this agreement. However, the
61 Sponsor shall be responsible for the payment of all government fees, fire department and police fees, taxes,
62 including but not limited to, sales, use, excise, entertainment, import charges and bonds for such permits,
63 licenses and approvals for the fireworks performance and the activities undertaken pursuant to this Agreement
64 from the appropriate federal, state, and local authorities.

65
66 This Agreement is subject to all federal, state and municipal laws and regulations now in force or which may be
67 enacted before the completion of this Agreement. Should any municipal, state or federal law or ordinance be
68 passed which prohibits or restricts the performance or operation of the fireworks performance described herein,
69 the same shall automatically restrict or limit the fireworks performances described herein accordingly.

70
71 In the event the federal government or other regulatory authorities restricts or prohibits the use of any firework
72 as set forth herein, preventing Grucci from producing a performance as described above, then in such event, Grucci
73 shall substitute a firework of equivalent entertainment value, such substitution shall not constitute a reduction in
74 the agreement price.

75
76 **VIII. GENERAL PROVISIONS:**

- 77 a) Neither the Sponsor nor Grucci shall be in default or liable for any type of damages under this Agreement for any
78 Force Majeure event. A Force Majeure Event is any such unforeseen act or event this is beyond the reasonable
79 control of a party that prevents the Sponsor or Grucci from performing and is not the fault of the Sponsor or Grucci;
80 and in addition a Force Majeure Event is also defined as war, government intervention, un-navigable waters or
81 waterways, strikes, inclement weather, fire, explosions (not the result of the performance itself), civil disturbance,
82 act of God or the public enemy, military action, terrorist act, unforeseeable or unpreventable lack of materials or
83 equipment.
- 84 b) Once the agreement is signed and the performance is then cancelled by the Sponsor for any reason, Grucci
85 shall be paid one hundred percent (100%) of the total agreement price.
- 86 c) Grucci shall not be responsible for any weather or atmospheric conditions that may interfere with the
87 performance or aesthetic quality of the fireworks or the performance.
- 88 d) This agreement constitutes the entire Agreement between the parties relating to the subject matter hereof,
89 and may not be changed, modified, renewed, or extended except by a written agreement, signed by the party
90 against whom enforcement of change, modification, renewal or extension is sought.
- 91 e) Fireworks by Grucci agrees to procure general liability insurance in the amount of five million dollars and to
92 issue form attached hereto, evidencing such insurance and covering the persons and entities named therein as
93 additional insureds against any claims arising out of the sole negligence of Fireworks by Grucci, Inc. in excess of
94 \$2,500.00 per event.
- 95 f) This agreement shall be interpreted in accordance with and the rights of the parties hereto and shall be
96 determined by, the laws of the State of New York.
- 97 g) Any and all disputes, controversies, actions, claims, or proceedings arising under, out of, in connection, or
98 relating to the terms of this agreement, and amendment thereof, commenced by, between or against any of
99 the parties to this agreement shall be commenced and maintained solely in the courts of the State of New York,
100 and by the signing of this agreement all parties hereby submit to this same jurisdiction.

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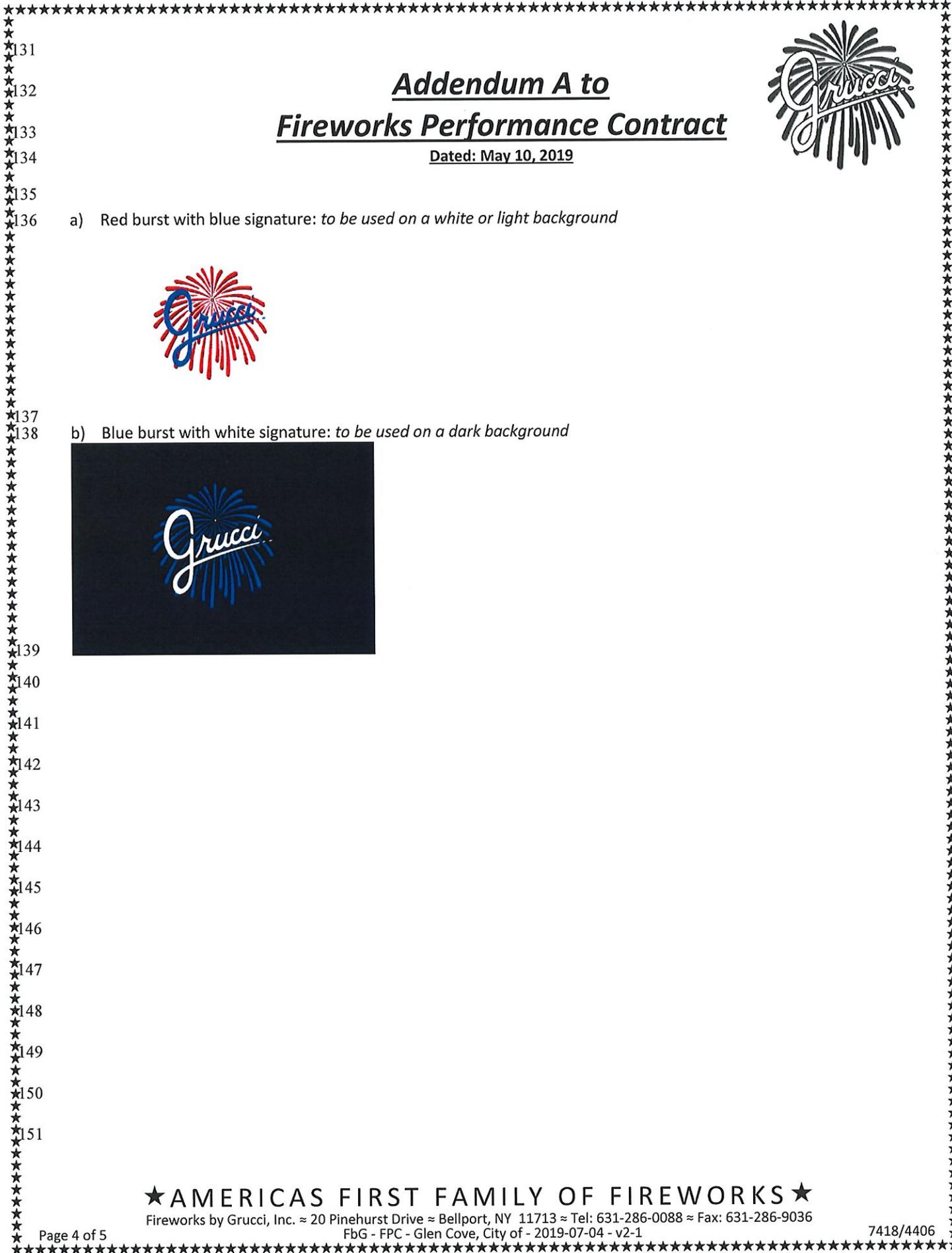
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h) By signing this agreement, the Sponsor agrees to reimburse Grucci for any and all costs including but not limited to administrative and attorney fees related to any and all disputes, controversies, actions, claims, and/or proceedings arising under, out of, in connection, or relating to the terms of this agreement.

To validate this agreement, it must be signed and returned with deposit to Grucci on or before June 1, 2019.

_____ Mayor Tim Tenke City of Glen Cove	_____ Date	_____ Felix James Grucci (Phil) President/CEO Fireworks by Grucci, Inc.	_____ Date
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Addendum A to
Fireworks Performance Contract

Dated: May 10, 2019

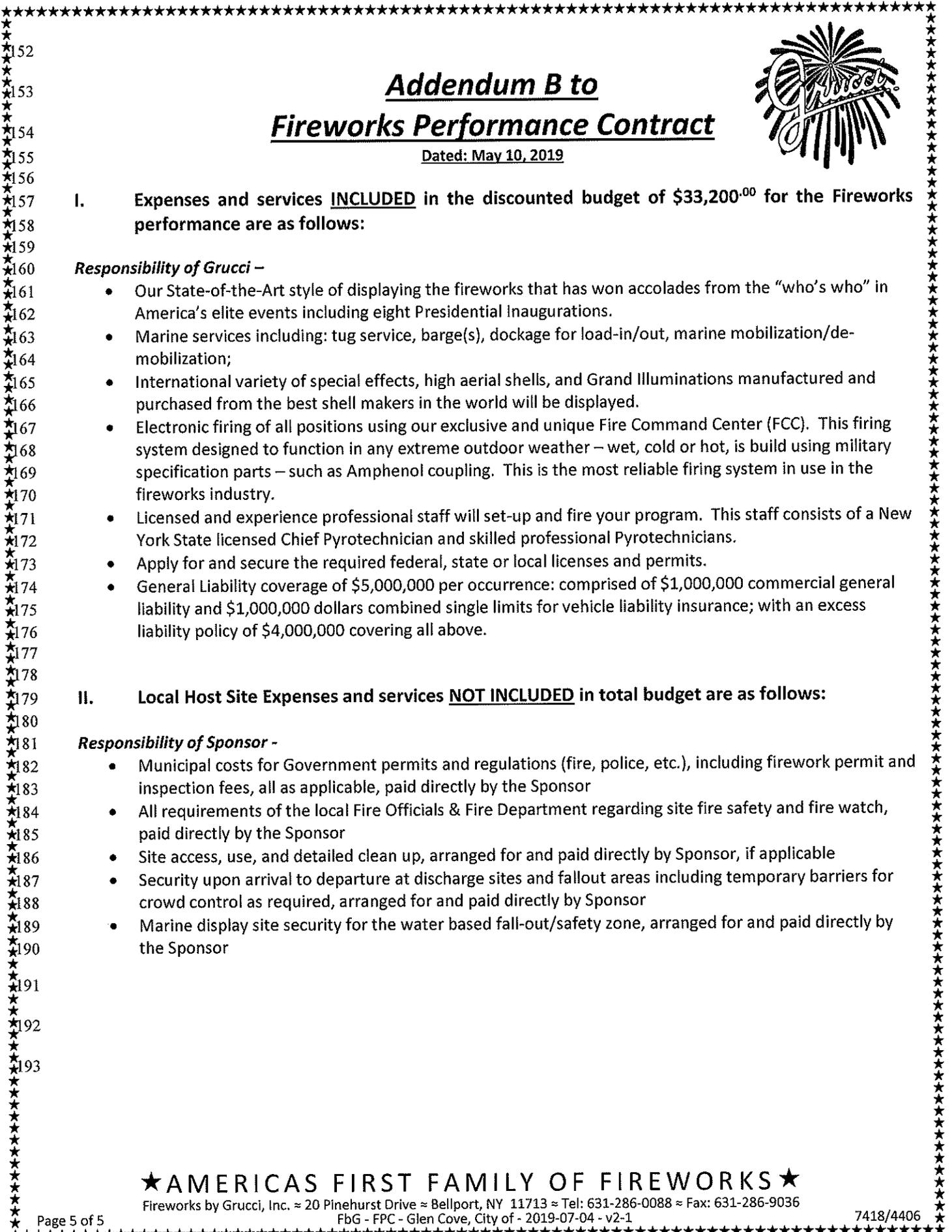


a) Red burst with blue signature: *to be used on a white or light background*



b) Blue burst with white signature: *to be used on a dark background*





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Addendum B to
Fireworks Performance Contract

Dated: May 10, 2019

I. Expenses and services **INCLUDED** in the discounted budget of \$33,200⁰⁰ for the Fireworks performance are as follows:

Responsibility of Grucci –

- Our State-of-the-Art style of displaying the fireworks that has won accolades from the “who’s who” in America’s elite events including eight Presidential Inaugurations.
- Marine services including: tug service, barge(s), dockage for load-in/out, marine mobilization/de-mobilization;
- International variety of special effects, high aerial shells, and Grand Illuminations manufactured and purchased from the best shell makers in the world will be displayed.
- Electronic firing of all positions using our exclusive and unique Fire Command Center (FCC). This firing system designed to function in any extreme outdoor weather – wet, cold or hot, is build using military specification parts – such as Amphenol coupling. This is the most reliable firing system in use in the fireworks industry.
- Licensed and experience professional staff will set-up and fire your program. This staff consists of a New York State licensed Chief Pyrotechnician and skilled professional Pyrotechnicians.
- Apply for and secure the required federal, state or local licenses and permits.
- General Liability coverage of \$5,000,000 per occurrence: comprised of \$1,000,000 commercial general liability and \$1,000,000 dollars combined single limits for vehicle liability insurance; with an excess liability policy of \$4,000,000 covering all above.

II. Local Host Site Expenses and services **NOT INCLUDED** in total budget are as follows:

Responsibility of Sponsor -

- Municipal costs for Government permits and regulations (fire, police, etc.), including firework permit and inspection fees, all as applicable, paid directly by the Sponsor
- All requirements of the local Fire Officials & Fire Department regarding site fire safety and fire watch, paid directly by the Sponsor
- Site access, use, and detailed clean up, arranged for and paid directly by Sponsor, if applicable
- Security upon arrival to departure at discharge sites and fallout areas including temporary barriers for crowd control as required, arranged for and paid directly by Sponsor
- Marine display site security for the water based fall-out/safety zone, arranged for and paid directly by the Sponsor

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