

**Resolution 6-A**

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

**BE IT RESOLVED**, that the City Council hereby authorizes budget transfers and amendments as submitted and reviewed by the City Controller.

(See attached)

**Resolution 6-B**

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to permit the use of Tyler Technologies services, provider of MUNIS water department utility billing services and having an annual fee of \$17,780 as included in the attached agreement.

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 Simin Ling as an Independent Contractor under the Age Friendly Initiative Contract with Nassau County for Project Coordination from July 1<sup>st</sup>, 2020 through December 31<sup>st</sup>, 2020 for a total of \$10,000.

Fund Line: A7030-55438 Contractual Services \$10,000

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 Katie Elkowitz as an Independent Contractor under the Age Friendly Initiative Contract with Nassau County for Project Assistance from July 1<sup>st</sup>, 2020 through December 31<sup>st</sup>, 2020 for a total of \$4,250.

Fund Line: A7030-55438 Contractual Services \$4,250

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to retain the law firm of Harris Beach PLLC as special counsel for purposes of providing legal advice, consultation and representation concerning a review of the City of Glen Cove's Zoning Code at an hourly rate per agreement.

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to adopt and ratify the City of Glen Cove COVID-19 Reopening Safety Plan.

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor to award Parks and Recreation Department Bid No. 2020-006 to the lowest responsible bidder, Conway Marine Construction, Inc., solely for line item 1 of the bid, for the building of and installation of two floating docks per bid specifications, and authorizing the Mayor to enter into a contract for same for an amount not to exceed \$43,000.00.

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor setting a fee of \$300 per child, per three-week, half day program, for the 2020 Glen Cove Summer Day Camp.



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 Claynation-c/o Julie Papas as an Independent Contractor under the Glen Cove Youth Bureau Virtual Summer Program from July 1, 2020 through August 31, 2020 for a total of \$1,500.

Fund Line: A7050-55448 Comprehensive Youth \$1,500

**Resolution 6-J**

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 Supreme Martial Arts-c/o Andrew Goldberg as an Independent Contractor under the Glen Cove Youth Bureau Virtual Summer Program from July 1, 2020 through August 31, 2020 for a total of \$1,100.

Fund Line: A7050-55448 Comprehensive Youth \$1,100

**Resolution 6-K**

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 Jingdi Lu as an Independent Contractor under the Glen Cove Youth Bureau Virtual Summer Program from July 1, 2020 through August 31, 2020 for a total of \$1,100.

Fund Line: A7050-55448 Comprehensive Youth \$1,100

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 All Star Party LI-c/o Michael Battaglia as an Independent Contractor under the Glen Cove Youth Bureau Virtual Summer Program from July 1 , 2020 through August 31 , 2020 for a total of \$1,300.

Fund Line: A7050-55448 Comprehensive Youth \$1,300

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

**BE IT RESOLVED**, that the City Council hereby authorizes the Mayor setting a fee of \$275 per child, per five week, for the 2020 Glen Cove youth bureau virtual summer program.

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

**BE IT RESOLVED**, that the City Council hereby appoints Rose Misiti as a part-time Cashier at \$8.25 per hour effective June 24, 2020.

Budget Line A7180-51120

## Resolution 7-B

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

**BE IT RESOLVED**, that the following persons are hereby appointed as seasonal Laborer employees in Youth Bureau:

Name	Hourly Rate	Effective Date
Dayana Aguilar	\$7.50	7/1/2020 – 11/30/2020
Matthew Basil	\$7.50	7/1/2020 – 11/30/2020
Olivia Bifone	\$7.50	7/1/2020 – 11/30/2020
Genevieve Decker	\$7.50	7/1/2020 – 11/30/2020
TaRea Galatro	\$7.50	7/1/2020 – 11/30/2020
Christopher Gielbeda	\$7.50	7/1/2020 – 11/30/2020
Noleen Herbert	\$7.50	7/1/2020 – 11/30/2020
Autumn Johnson	\$7.50	7/1/2020 – 11/30/2020
Christina Kodis	\$7.50	7/1/2020 – 11/30/2020
Shefali Manapatro	\$7.50	7/1/2020 – 11/30/2020
Kylie Morace	\$7.50	7/1/2020 – 11/30/2020
Jonathan Patino	\$7.50	7/1/2020 – 11/30/2020
Thomas Potter	\$7.50	7/1/2020 – 11/30/2020
Tristan Soto	\$7.50	7/1/2020 – 11/30/2020
Lisbeth Hernandez	\$9.00	6/24/2020 – 11/30/2020

Budget Line A7050-51120

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

**BE IT RESOLVED**, that the following persons are hereby appointed as seasonal employees effective June 12, 2020 and ending by October 4, 2020 (Beach Gate Attendants) and effective June 24, 2020 and ending by October 4, 2020 (Lifeguards).

<b>Name</b>	<b>Title</b>	<b>Hourly Rate</b>
Ryan Becht	Lifeguard	\$15.00
Jane Maleady	Lifeguard	\$15.00
Anya Skripkin	Lifeguard	\$15.00
Skylar Brennan	Recreation Leader	\$8.50
Brianna Malvino	Recreation Leader	\$8.50
Julia Langone	Recreation Leader	\$9.00
Kayla Demosthene	Recreation Leader	\$8.50

Budget Line A7140-51120



## Resolution 7-C2

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

**BE IT RESOLVED**, that the following persons are hereby appointed as seasonal appointments effective July 6, 2020 through August 14, 2020 as indicated:

Name	Hourly Rate	Title
Stefania Belcastro Gizzo	\$32.50	Camp Director
Damon Garner	\$16.00	Program Coordinator
Kayla Morrissey	\$12.00	Program Coordinator
Pamela Aulson	\$21.00	Program Coordinator
Janet Durso	\$22.00	Program Coordinator
Melissa Ricciardi	\$20.00	Program Coordinator
Michael Colangelo	\$11.50	Program Coordinator
Jonathan Capobianco	\$11.00	Program Coordinator
Victoria Tripp	\$11.50	Program Coordinator
Justin Zapata	\$9.50	Recreation Leader
Lucy Costello	\$9.00	Recreation Leader
Angela McCarthy	\$8.75	Recreation Leader
Emily McCarthy	\$7.75	Recreation Leader
Jordan Mercado	\$7.75	Recreation Leader
Miranda Mateo	\$8.25	Recreation Leader
Ariana Rivera	\$7.75	Recreation Leader
Isabella Bifano	\$8.25	Recreation Leader
Kieran Calderon	\$9.00	Recreation Leader
David Moore	\$9.00	Recreation Leader
Stephanie Espino	\$9.50	Recreation Leader
Kayla Lewis	\$9.00	Recreation Leader
Morgan Vignali	\$9.50	Recreation Leader
Olivia Nester	\$8.00	Recreation Leader
Mary Monahan	\$9.00	Recreation Leader
David Milanese	\$7.75	Recreation Leader
Kathryn Moore	\$7.75	Recreation Leader
Kristen Aasheim	\$8.00	Recreation Leader
Damon Garner Jr.	\$7.75	Recreation Leader
Christopher Capobianco	\$7.75	Recreation Leader

Olivia Peebles	\$7.25	Recreation Leader
Heather Arena	\$13.00	Recreation Leader
Kelvin DeLeon	\$12.00	Recreation Leader
Anya Skripkin	\$13.00	EMT
Trifon Boniello	\$13.00	EMT
Jacqueline Klein	\$17.50	EMT
Latifa Fakhry	\$13.00	EMT

Budget Line A7140-51120

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

**BE IT RESOLVED**, that the City Council hereby appoints Meredith Davis as a part-time Emergency Medical Technician (Advanced) at \$20.50 per hour effective June 24, 2020.

Budget Line A4540-51120

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

**BE IT RESOLVED**, that the City Council hereby increases Magdalena Muzante to \$18.00 per hour from \$17.00 per hour effective June 24, 2020.

Budget Line A7140-51120

# Resolution 6-A





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

## BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: DPW - ADMIN

**BUDGET YEAR** 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A1490-42680	INSURANCE RECOVERY	\$9,610	
A1490-55999	PROPERTY DAMAGE EXPENSE		\$9,610

Reason for Amendment:

TO ACCEPT THIRD PARTY INSURANCE PROCEEDS PAID  
TO THE CITY OF GLEN COVE FOR DAMAGES TO  
"VINNY'S ISLAND" RESULTING FROM AN AUTO ACCIDENT

Department Head Signature:

Date: 6/14/20

City Controller Approval:

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

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

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



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

**BUDGET TRANSFER FORM**

**DEPARTMENT:** \_\_\_\_\_ **BUDGET YEAR** \_\_\_\_\_

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET

**Reason for Transfer:**


**Department Head Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**City Controller Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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



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

## BUDGET TRANSFER FORM

GCF-1 (7/08)

DEPARTMENT: SENIOR CENTER

BUDGET YEAR: 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7030-51101	Annual Salaries		\$21,840
A7035-55438	Contractual Services	\$21,840	

**Reason for Transfer:**

To transfer funds needed to cover a shortfall in the 2020 Budget.

Department Head Signature: Christine Rice Date: 6/4/2020

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

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





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

BUDGET TRANSFER FORM

DEPARTMENT: CONTINGENCY

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1990-55940	CONTINGENCY	\$50,000	
A5142-51140	SNOW REMOVAL OVERTIME		\$50,000
A1420-55492	LEGAL FEES	\$50,000	
A1990-55940	CONTINGENCY		\$50,000

Reason for Transfer:

TO TRANSFER FUNDS FROM SNOW REMOVAL  
OVERTIME TO MAYOR'S CONTINGENCY FUND

TO TRANSFER FUNDS FROM MAYOR'S CONTINGENCY  
FUND TO LEGAL FEES TO COVER COSTS RELATED  
TO CITY OF GLEN COVE ZONING CODE

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

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

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

Date: June 18, 2020

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

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



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

BUDGET TRANSFER FORM

DEPARTMENT: CONTINGENCY

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1990-55940	CONTINGENCY	\$43,000	
A5142-51140	SNOW REMOVAL OVERTIME		\$23,000
A7550-55557	CELEBRATIONS (July 4th Fireworks)		\$20,000
A7140-52220	EQUIPMENT PURCHASES	\$43,000	
A1990-55940	CONTINGENCY		\$43,000

Reason for Transfer:

TO TRANSFER FUNDS FROM SNOW REMOVAL OVERTIME  
AND CELEBRATIONS TO MAYOR'S CONTINGENCY FUND

TO TRANSFER FUNDS FROM MAYOR'S CONTINGENCY FUND  
TO EQUIPMENT PURCHASES TO COVER COST OF BOAT RAMPS (2)

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

City Controller Approval:  \_\_\_\_\_ Date: JUNE 19, 2020

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



# Resolution 6-B



SaaS: Y

## Product Order Form

Company Id:	Customer #: 1176	Customer Y:	Contract #: 2019-72446
Customer: City of Glen Cove		Sales Rep: Jennifer Barns	ID: 4119220
Mailing Address: City of Glen Cove		Orig Date: 4/23/2019	Rev Date:
9 Glen St # 13		Status: Approved	
City Hall		Order #:	
Glen Cove, NY 11542-2770		Cust PO #:	
Physical Address City of Glen Cove		Order Date: 4/23/2019	

Contact Name:

Admin Notes:

Telephone #: +1 (516) 676-2789

First 6 months of maintenance is waived 9/1/19-3/1/20

Email Address:

Bulling term to begin on 3/1/20.

Name / Title of person signing the contract:

Please Contact Sandra:

**Sandra Clarson**

City Controller

*City of Glen Cove, New York**9 Glen Street**Glen Cove, New York 11542-4106*

Invoice Attn Of:

PH: 516-676-2789

Fax: 516-320-7834

[sclarson@glencoveny.gov](mailto:sclarson@glencoveny.gov)Internal Comments:

Total Application Software:	\$74,500.00
Total Hardware & System Software:	\$0.00
Other Services:	\$11,500.00
Total Implementation:	\$51,800.00
Total Conversion:	\$23,700.00
Total Application Software Maintenance:	\$0.00
Total SaaS:	\$17,780.00
Total System Software Maintenance:	\$0.00
3rd Party Services Total:	\$0.00
Total Charges:	\$179,280.00

Sales:

Date:

Finance:

Date:

Credit:

Date:

Other:

Date:



Quoted By: Jennifer Barns  
Date: 6/27/2019  
Quote Expiration: 10/20/2019  
Quote Name: City of Glen Cove - ERP - Utility Billing  
Quote Number: 2019-72446  
Quote Description: City of Glen Cove - ERP - Utility Billing

Phone: +1 (516) 676-2789  
Fax:  
Email:

City of Glen Cove  
9 Glen St # 13  
City Hall  
Glen Cove NY 11542-2770

## SaaS

Model #	Description	Qty	Price	Ext Price	Discount	SaaS Total
WEB-SSC-AS-TH-D	Citizen Self Service (Tyler Hosted) - Software - D	1.0	\$5,500.00	\$5,500.00	\$2,750.00	\$2,750.00
MISC-SAAS	UB Interface	1.0	\$5,940.00	\$5,940.00	\$2,970.00	\$2,970.00
MISC-SAAS	Utility Billing	1.0	\$24,120.00	\$24,120.00	\$12,060.00	\$12,060.00
<b>Total:</b>			\$35,560.00		\$17,780.00	\$17,780.00

## Software

Model #	Description	Qty	Price	Ext Price	Discount	Software Total
RB-UBI-SW-F	UB Meter Reader Interface - Software - F	1	\$16,500.00	\$16,500.00	\$0.00	\$16,500.00
RB-UBCIS-SW-F	Utility Billing CIS - Software - F	1	\$58,000.00	\$58,000.00	\$0.00	\$58,000.00
<b>Total:</b>					\$0.00	\$74,500.00

## Services

Model #	Description	Qty	Price	Ext Price	Discount	Services Total
SVC-PROJ-PPS-D	Project Planning Services - D	1	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00
TF-UB-SVC-F	Tyler Forms Utility Billing Library - F	1	\$5,500.00	\$5,500.00	\$0.00	\$5,500.00
<b>Total:</b>					\$0.00	\$11,500.00

## Implementation

Model #	Description	Qty	Price	Ext Price	Discount	Consulting Total
RB-UBI-SW-F	UB Interface	48	\$175.00	\$8,400.00	\$0.00	\$8,400.00
RB-UBCIS-SW-F	Utility Billing CIS	208	\$175.00	\$36,400.00	\$0.00	\$36,400.00
WEB-SSC-AS-TH-D	Citizen Self Service (Tyler Hosted)	40	\$175.00	\$7,000.00	\$0.00	\$7,000.00
<b>Total:</b>					\$0.00	\$51,800.00

## Conversion

Model #	Description	Qty	Price	Ext Price	Discount	Conversion Total
CV-UB-OP3-F	Utility Billing - Consumption History up to 5 years - F	1	\$4,500.00	\$4,500.00	\$0.00	\$4,500.00
CV-UB-OP4-F	Utility Billing - Balance Forward AR - F	1	\$9,100.00	\$9,100.00	\$0.00	\$9,100.00
CV-UB-OP6-F	Utility Billing - Backflow - F	1	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
CV-UB-STD-F	Utility Billing - Standard - F	1	\$6,100.00	\$6,100.00	\$0.00	\$6,100.00

					<b>Total:</b>	\$0.00	\$23,700.00
<b>Total Other Services</b>	<b>Total Implementation</b>	<b>Total Conversions</b>	<b>Total All Services</b>	<b>Total Hours</b>			
\$11,500.00	\$51,800.00	\$23,700.00	\$87,000.00	296			
<b>Financial Hours</b>	<b>Payroll/HR Hours</b>	<b>Revenue/Billing Hours</b>	<b>Productivity Hours</b>	<b>Other Hours</b>	<b>MISC Hours</b>		
0	0	256	40	0	0		

### Summary

	<b>Fees</b>	<b>Maintenance</b>
Total SaaS per annum		\$17,780.00
Total Software	\$74,500.00	\$0.00
Total Services	\$87,000.00	
Total System Software	\$0.00	\$0.00
Total Hardware	\$0.00	
Total 3rd Party Services	\$0.00	
Summary Total	\$161,500.00	\$17,780.00
Contract Total	\$179,280.00	

Proposal Notes:

First 6 months of maintenance is waived 9/1/19-3/1/20

Billing term to begin on 3/1/20.



Quoted By: Jennifer Barns  
 Date: 6/27/2019  
 Quote Expiration: 10/20/2019  
 Quote Name: City of Glen Cove - ERP - Utility Billing  
 Quote Number: 2019-72446  
 Quote Description: City of Glen Cove - ERP - Utility Billing

**Sales Quotation For**

City of Glen Cove  
 9 Glen St # 13  
 City Hall  
 Glen Cove, NY 11542-2770  
 Phone +1 (516) 676-2789

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
<b>Productivity:</b>					
Citizen Self Service (Tyler Hosted)	1.0	\$5,500.00	40	\$7,000.00	\$0.00
<b>Additional:</b>					
UB Interface	1.0	\$5,940.00	0	\$0.00	\$0.00
Utility Billing	1.0	\$24,120.00	0	\$0.00	\$0.00
Sub-Total:		\$35,560.00		\$7,000.00	\$0.00
<u>Less Discount:</u>		<u>\$17,780.00</u>		<u>\$0.00</u>	<u>\$0.00</u>
<b>TOTAL:</b>		<b>\$17,780.00</b>	<b>40</b>	<b>\$7,000.00</b>	<b>\$0.00</b>

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Revenue:</b>						
UB Interface	\$16,500.00	48	\$8,400.00	\$0.00	\$24,900.00	\$0.00
Utility Billing CIS	\$58,000.00	208	\$36,400.00	\$23,700.00	\$118,100.00	\$0.00



**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>TOTAL:</b>	<b>\$74,500.00</b>	<b>256</b>	<b>\$44,800.00</b>	<b>\$23,700.00</b>	<b>\$143,000.00</b>	<b>\$0.00</b>

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Planning Services	1	\$6,000.00	\$0.00	\$6,000.00
Tyler Forms Library - Utility Billing	1	\$5,500.00	\$0.00	\$5,500.00
<b>TOTAL:</b>				<b>\$11,500.00</b>

**Summary****One Time Fees****Recurring Fees**

Total SaaS	\$0.00	\$17,780.00
Total Tyler Software	\$74,500.00	\$0.00
Total Tyler Services	\$87,000.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$161,500.00</b>	<b>\$17,780.00</b>
<b>Contract Total</b>	<b>\$179,280.00</b>	

**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Utility Billing - Backflow	\$4,000.00	\$0.00	\$4,000.00
Utility Billing - Balance Forward AR	\$9,100.00	\$0.00	\$9,100.00
Utility Billing - Consumption History up to 5 years	\$4,500.00	\$0.00	\$4,500.00
Utility Billing - Standard	\$6,100.00	\$0.00	\$6,100.00
TOTAL:			\$23,700.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: *Timothy Tenke* Date: 6/27/19  
Print Name: TIMOTHY TENKE P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

**Comments**

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Citizen Self-Service (Tyler Hosted) SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

First 6 months of maintenance is waived 9/1/19-3/1/20

Billing term to begin on 3/1/20.

# Resolution 6-C



## **INDEPENDENT CONTRACTOR AGREEMENT**

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Simin Ling

Type Entity: (x) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 3333 Broadway, Apt D3D

City/State/Zip: New York, NY 10031

Business Telephone: 217.419.8482

Email: sl4658@cumc.columbia.edu

3. WORK TO BE  
PERFORMED

AGENCY desires that IC perform and IC agrees to perform the following work:

GC Project Coordinator for Age Friendly Initiative Grant

4. TERMS OF  
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

\$10,000 total for contract term to be paid \$800.00 bi-weekly for 25 weeks /  
12 payments of \$800.00, 1 payment of \$400.00

Dates: July 1<sup>st</sup>, 2020 - December 31<sup>st</sup>, 2020

5. REIMBURSE-  
MENT OF  
EXPENSES  

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES  

Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.
7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES  

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS &  
COMPEN-  
SATION  

Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.
9. WORK PRODUCT  
OWNERSHIP  

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.
10. CONFIDENTIALTY  

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation and other items that were used, created, or controlled by IC during the term of this Agreement.



11. TERM OF  
AGREEMENT

This agreement shall become effective on July 1<sup>st</sup> 2020  
and shall terminate on December 31<sup>st</sup>, 2020

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12. TERMINATION  
WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

13. TERMINATION  
WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NO AUTHORITY  
TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

15. ENTIRE  
AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

17. AMENDMENTS

This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date

**\*INDEPENDENT CONTRACTOR**

Simin Ling

Firm/Individual Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Independent Contractor  
Title

\_\_\_\_\_  
Date

# Resolution 6-D



## **INDEPENDENT CONTRACTOR AGREEMENT**

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF  
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

2. IDENTITY OF  
INDEPENDENT  
CONTRACTOR

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Katie Elkowitz

Type Entity: (x) Sole Proprietorship ( ) Partnership ( ) Corporation

Address: 106 Prairie Lane

City/State/Zip: Levittown, NY 11756

Business Telephone: 516.965.8052

Email: Kelkowitz@pride.hofstra.edu

3. WORK TO BE  
PERFORMED

AGENCY desires that IC perform and IC agrees to perform the following work:

GC Project Assistant for Age Friendly Initiative Grant

4. TERMS OF  
PAYMENT

AGENCY shall pay IC according to the following terms and conditions: IC shall be paid

\$4,250.00 total for contract term to be paid \$330.00 bi-weekly for 25 weeks /  
11 payments of \$330.00, 1 payment of \$290.00

Dates: July 1<sup>st</sup>, 2020 - December 31<sup>st</sup>, 2020

5. REIMBURSE-  
MENT OF  
EXPENSES  

AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT,  
TOOLS,  
MATERIALS, OR  
SUPPLIES  

Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.
7. FEDERAL, STATE  
AND LOCAL  
PAYROLL TAXES  

Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS &  
COMPEN-  
SATION  

Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.
9. WORK PRODUCT  
OWNERSHIP  

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.
10. CONFIDENTIALTY  

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation and other items that were used, created, or controlled by IC during the term of this Agreement.

11. TERM OF  
AGREEMENT

This agreement shall become effective on July 1<sup>st</sup> 2020  
and shall terminate on December 31<sup>st</sup>, 2020

---

12. TERMINATION  
WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

13. TERMINATION  
WITH CAUSE

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- A. Material violation of this agreement
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TO BIND CLIENT

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AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

17. AMENDMENTS

This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

**\*AGENCY:**

City of Glen Cove, Glen Cove Senior Center  
Agency Name

\_\_\_\_\_  
Signature

Mayor  
Title

\_\_\_\_\_  
Date

**\*INDEPENDENT CONTRACTOR**

Katie Elkowitz  
Firm/Individual Name

\_\_\_\_\_  
Signature

Independent Contractor  
Title

\_\_\_\_\_  
Date