

6-A – Resolution

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)

6-B – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the below tax certiorari claims:

<u>Location</u>	<u>Refund</u>
Duck Pond Rd./ Libby Dr.	\$57,157
23 Glen Cove Ave	\$12,178
2-4 Caruso Court	\$9,445
10-12 Caruso Court	\$8,931
6-8 Caruso Court	\$11,748
14-16 Caruso Court	\$5,428
1 78th Street	\$10,878
Valley Road	\$2,203
24 Hill Street	\$3,496
31 Wolfe Street	\$651
45 Cedar Swamp Road	\$23,715
48 Forest Avenue	\$9,646
82-90 School Street	\$8,865
51-57 Forest Avenue	\$32,420
97 Glen Cove Avenue	\$3,158
52 Cedar Swamp Road	\$3,673
17 Grove Street	\$5,474
184 Glen Cove Avenue	\$7,506
5-7 Dalex Court	\$2,809
14-16 Dalex Court	\$2,685
18-20 Dalex Court	\$4,197
23-25 Dalex Court	\$4,306
145 Landing Road	\$629
179 Forest Avenue	\$4,337
200 Carney Street	\$6,797
61 Cedar Swamp Road	\$3,832

67 Glen Cove Avenue	\$958
44 Cedar Swamp Road	\$16,159
150 School Street	\$9,813
80 Valentine	\$8,103
59 Cedar Swamp Road	\$4,286
21 Cedar Swamp Road	\$4,149
120-122 McLoughlin Street	\$1,007
36-38 The Place	\$773
Tower Road	\$732
6 John Street	\$10,593
32 Wolfe Street	\$388
29 Brookdale Road	\$345
33 Philips Road	\$332
16 Circle Drive	\$117
19 Cleveland Place	\$360
22 Chestnut	\$117
9 Yew Street	\$386
4 Taft Place	\$310
28 Willets Road	\$202
21 Bucheye Road	\$649
15 George Street	\$499
19 Buckeye Road	\$357
Shore Road	\$81,740
8-10 Medical Plaza	\$41,363
14 Charles Street	\$64,716
150 Forest Ave	\$13,015
16 Park Avenue	\$1,273
84 Landing Road	\$1,538
40 Glen Street	\$10,379

Budget Line: A1930-55950

6-C – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the sum of \$75,000 as awarded by the County of Nassau Department of Human Services Office of the Aging, for the second year of our Title IIIB of the Older Americans Act for the Age Friendly Initiative Contract CQHS00000038 for the funding period of January 1, 2021 through December 31, 2021.

Budget Line: A7030-43801	Title III-B Transportation	\$75,000
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6-D – Resolution

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 Carol Waldman as a Consultant under the Age Friendly Initiative Contract with Nassau County for Personal Services, Grant Oversight and Liaison to Nassau County from January 1st, 2021 through December 31st, 2021 for a total of \$11,250.

Budget Line: A7030-55438 Contractual Services \$11,250

6-E – Resolution

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 Karen J. Williams as a Consultant under the Age Friendly Initiative Contract with Nassau County as the Glen Cove Grant Manager and Evaluator from January 1st, 2021 through December 31st, 2021 for a total of \$6,000.

Budget Line: A7030-55438 Contractual Services \$6,000

6-F – Resolution

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 North Shore University Hospital as an Independent Contractor under the Age Friendly Initiative Contract with Nassau County as the Glen Cove Project Director from January 1st, 2021 through December 31st, 2021 for a total of \$12,000.

Budget Line: A7030-55438 Contractual Services \$12,000

6-G – Resolution

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 January 1st, 2021 through December 31st, 2021 for a total of \$8,720.

Budget Line: A7030-55438 Contractual Services \$8,720

6-H – Resolution

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 January 1st, 2021 through December 31st, 2021 for a total of \$4,250.

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

6-I – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby awards the Catering Services Bid to RHA Restaurant Corp., to provide catering of hot meals for the Senior Center in the amount for In-house Meals of \$5.50 per meal and for To-go Meals \$6.35 per meal for the contract term of January 1, 2021 – December 31, 2021 and a 2% increase on this cost effective January 1, 2022 – December 31, 2022.

(BID#2020-018; Catering Services for the Congregate Meal Program)

Budget Line: A7030-54310

6-J – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a Marketing and Licensing Agreement with Walk With A Doc to provide walking programs to encourage healthy physical activity that includes a 5 – 10 minute informational talk with a Physician (either virtual or in person) for the Nassau County Age Friendly Initiative Grant; start-up fee \$650.

Budget Line: A7030-55438 (Reimbursed by NC Contract # CQHS20000038)

6-K – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept Amendment # 1 to our existing Independent Consultant Agreement with Carol Waldman to provide additional Personal Services; Grant Oversight, Liaison to Nassau County for \$9,000 included in the 2020 Nassau County Budget Modification # 1 for the Age Friendly Initiative Grant retroactive August 1st, 2020 through December 31, 2020.

Budget Line: A7030-55438 (reimbursed by Nassau County Contract # CQHS200000038)

6-L – Resolution

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 Consultant, Sherri Meagher, to perform as a Social Worker, for the Glen Cove Adult Day Program, effective January 1, 2021 through December 31, 2021, for a total of \$22,360 at a rate of \$931.66, twice per month for 23 payments and 1 payment at \$931.82.

Budget Line: A7035-55438 \$22,360.00 (2021 Nassau County Title III-E Reimbursement)

6-M – Resolution

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 Consultant, Sherri Meagher, to perform as a Social Worker, for the Glen Cove Senior Center, effective January 1, 2021 through December 31, 2021, at a rate of \$1,897.80, twice per month for 24 payments and 1 payment at \$1,408.80.

Budget Line: A7030-55438 \$27,978 (CDA CDBG \$9,000 reimbursement, City portion \$18,978)
Budget Line: A7030-55439 \$18,978 (SAGE reimbursement)

6-N – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the sum of \$382,522 as awarded by the County of Nassau Department of Human Services Office of the Aging, for the second year of our Title IIIB, Title IIIC-1 and Title IIIE of the Older Americans Act Programs for the our Contract CQHS2000008 for the funding period of January 1, 2021 through December 31, 2021.

Fund Line: A7030-43801	Title III-B Transportation	\$129,722
Fund Line: A7030-43802	Title III-C-1 Nutrition	\$162,800
Fund Line: A7035-42351	Title III-E Caregiver Support	\$90,000

6-O – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the claim of John Giorgio in the amount of \$49,000.

Budget Line: MS1930-55995

6-P – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby sets the dates of Pre-Council and City Council meetings for 2021.

PRE-COUNCIL	CITY COUNCIL
January 5, 2021	January 12, 2021
January 19, 2021	January 26, 2021
February 2, 2021	February 9, 2021
February 16, 2021	February 23, 2021
March 2, 2021	March 9, 2021
March 16, 2021	March 23, 2021
April 6, 2021	April 13, 2021
April 20, 2021	April 27, 2021
May 4, 2021	May 11, 2021
May 18, 2021	May 25, 2021
June 15, 2021	June 22, 2021
July 20, 2021	July 27, 2021
August 17, 2021	August 24, 2021
September 21, 2021	September 28, 2021
October 5, 2021	October 12, 2021
October 19, 2021	October 26, 2021
November 3, 2021 (Wednesday)	November 9, 2021
November 16, 2021	November 23, 2021
December 7, 2021	December 14, 2021
December 21, 2021	December 28, 2021

6-Q – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into annual contracts with various professionals to be effective January 1, 2021 through December 31, 2021, unless otherwise noted.

2021 ANNUAL PROFESSIONAL CONTRACTS

CONTRACTOR	COMPENSATION
Hawkins, Delafield and Wood, LLP Bond Counsel 1/1/2021 – 12/31/22	<u>Bond Issues:</u> Base Charge \$1,650, plus \$1.20 per \$1,000 principal amount of bonds issued up to \$5,000,000, and \$.95 per \$1,000 principal amount of bonds in excess of \$5,000,000. <u>Note Issues:</u> \$.75 per \$1,000 principal amount of notes issued up to \$5,000,000 and \$.60 per \$1,000 principal amount of notes in excess of \$5,000,000, subject to minimum fee of \$600. <u>Resolution Preparation and Disclosure and Tax Review:</u> Tax anticipation note and revenue anticipation note resolution \$300; bond resolution ranges between \$300 and \$750; more than one capital project is authorized in a single bond \$35 per project, City prepares an

	<p>official statement or other disclosure document, review fee between \$500 and \$1,250; tax exempt bonds or notes between \$500 and \$1,250.</p> <p><u>Incidental Expenses:</u> Out of pocket disbursements, including telephone calls, postage, duplication of documents, postage, overnight delivery and messenger charges.</p> <p>Budget Line: A1310-55465</p>
<p>New York Marine and Insurance Company</p> <p>Excess Workers Compensation</p>	<p>Term Deposit Premium: TBD</p> <p>Budget Line: A1910-55950</p>
<p>Capital Markets Advisors, LLC (CMA)</p> <p>Financial Services Consultant</p>	<p><u>New Money Bond Issues:</u> Base Fee: \$9,500 plus \$.60 per \$1,000 of bonds issued.</p> <p><u>Note Issues:</u> Base Fee: \$5,000 plus \$.30 per \$1,000 of notes issued.</p> <p><u>Refunding:</u> Base fee: \$19,500 plus \$1.00 per \$1,000 of bonds issued plus \$5,000 per each additional series of bonds refunded or refunding bonds issued.</p> <p><u>Capital Lease Issues:</u> Base Fee: \$6,500 plus \$.50 per \$1,000 of lease debt issued.</p> <p><u>Continuing Disclosure Services:</u> \$2,600 annually.</p> <p><u>For services unrelated to a bond or note issuance:</u> an hourly rate of \$195 per hour.</p>

	<u>Incidental Expenses:</u> Printing, postage, photocopying, overnight delivery, web posting, bond Counsel, rating agency fees. Budget Line: A1310-55465
Phillips, Lytle, LLP (PL) Environmental Attorneys	\$525.00 per hour for Milan Tyler, partner; \$480.00 per hour for Paul O'Brien, Special Counsel; \$315.00 for Anthony J. Iacchetta, Associate; \$235.00 per hour for Matthew J.. Fitzgerald Budget Line: A1420-55492
Elm Consulting Golf Management	\$50,000 annually Budget Line: A7180-55438
Sokoloff Stern, LLP Legal Counsel for Liability	Personal injury: \$175 for partners, \$150 for associates, \$85 for paralegal. All other matters including civil rights cases: \$225 for partners, \$200 for associates, \$85 for paralegal Budget Line: MS1930-55492
Comply, Inc Drug & Alcohol Testing	As per contract pricing schedule Budget Line: A1425 55438
Claims Service Bureau of New York, Inc. (CSB) Manage Self-Insurance Program	\$958.33 per month administration fee & \$55.00 per hour Budget Line: MS1930-55990

<p>Fundamental Business Service, Inc. (FBS)</p> <p>Administer collection of parking tickets; provide computerized system necessary to be member of the NYSDMV scofflaw program</p>	<p>1/3 of all tickets that are delinquent beyond 30 days, no cost for tickets paid on time</p> <p>Budget Line: A3120 55409</p>
<p>Zarin & Steinmetz, Attorney at Law</p> <p>City Attorney for Special Development Contracts</p>	<p>Michael Zarin: \$495 per hour Brad Schwartz: \$435 per hour</p> <p>All other attorneys: \$335 to \$400 per hour</p> <p>Paralegals: \$120 per hour</p>
<p>Chase, Rathkopf, Chase, LLP</p> <p>Planning Board</p>	<p>Amount TBD</p> <p>Budget Line: A1420-55492</p>
<p>New York Municipal Insurance Reciprocal (NYMIR)</p> <p>Commercial, Automobile and Equipment Floater-Inland Marine Property Insurance</p>	<p>Amount TBD</p>
<p>Bond Schoeneck & King, PLLC</p>	<p>Partners: \$315 per hour</p> <p>Associates: \$285 per hour</p>
<p>Michael Haberman Associates, Inc.</p> <p>Assessment, Certiorari and Small Claims Processing Services 1/1/21 – 12/31/2026</p>	<p><u>Assessment Consultant Services</u>: \$3,750 per month</p> <p><u>Certiorari Processing</u>: Appraiser \$150 per hour and Clerical Staff \$75 per hour</p> <p><u>Small Claims Processing</u>: \$110 per parcel</p> <p>Budget Line: A1310-55438</p>
<p>Midwest Employers Casualty Corporation</p>	<p>Term Deposit Premium:</p>

Excess Workers Compensation	<p>\$137,997</p> <p>Budget Line: A1910-55950</p>
<p>HCC / U.S. Specialty Insurance Company</p> <p>General Liability, Law Enforcement, Public Officials, Employment Practices, Auto Liability and Excess Liability</p>	<p>Term Deposit Premium:</p> <p>\$211,148</p> <p>Budget Line: A1910-55950</p>
<p>BCS Insurance Company</p> <p>Cyber Liability</p>	<p>Term Deposit Premium:</p> <p>\$14,501</p> <p>Budget Line: A1910-55950</p>
<p>New York Municipal Insurance Reciprocal (NYMIR)</p> <p>Property</p>	<p>Term Deposit Premium:</p> <p>\$159,693.31</p> <p>Budget Line: A1910-55950</p>

6-R – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into on-call agreements with various professionals.

<u>NAME OF CONTRACTOR</u>	<u>PURPOSE OF CONTRACT</u>
Nelson & Pope Engineers	Architectural Planning and Design; Civil/Site Engineering; Mechanical/Electrical; Roadway Design
The LiRo Group	Civil/Site Engineering; Construction Management/Inspection; Roadway Design; Structural Engineering
deBruin Engineering, P.C.	Architectural Planning and Design; Civil/Site Engineering; Construction Management/Inspection; Roadway Design
JAG Architects, P.C.	Architectural Planning and Design; Civil/Site Engineering; Mechanical/Electrical Engineering; Structural Engineering
Newport Engineering, P.C.	Architectural Planning & Design; Civil/Site Engineering Design; Structural Engineering Design; Mechanical/Electrical Design
O'Connor – Petito, LLC	Architectural Planning and Design; Civil/Site Engineering; Land Surveying; Water/Wastewater Engineering
Lizardos Engineering Associates P.C.	Mechanical/Electrical Design

Cashin Associates, P.C.	Civil/Site Design; Construction Management/Inspection; Environmental Engineering (Solid Waste, Site Remediation & Related); Mechanical/Electrical
Lockwood, Kessler & Bartlett, Inc.	Civil/Site Engineering; Environmental Engineering; Roadway Design; Structural Engineering
L.K. McLean Associates, P.C.	Architectural Planning and Design; Civil/Site Engineering; Environmental Engineering (Solid Waste, Site Remediation and Related); Roadway Design
D&B Engineers and Architects, P.C.	Architectural Planning and Design; Civil/Site Engineering; Environmental Engineering (Solid Waste, Site Remediation and Related); Water/Wastewater Engineering
Nelson, Pope & Voorhis, LLC	Environmental Engineering (Solid Waste, Site Remediation and Related); Traffic Engineering
B. Thayer Associates	Architectural Planning and Design; Civil/site Engineering; Land Surveying; Structural Engineering
Ensign Environmental, P.C.	Architectural Planning & Design; Civil/Site Engineering; Construction Management/Inspection; Mechanical/Electrical
Hirani Engineering & Land Surveying, P.C.	Civil/Site Engineering; Construction Management/Inspection; Land Surveying; Structural Engineering
Cameron Engineering & Associates, L.L.P.	Civil/Site Engineering; Mechanical/Electrical; Traffic Engineering; Water/Wastewater Engineering
James O'Grady Architects a/k/a Archangels, Inc.; a/k/a OGR 80, Inc.	Architectural Planning & Design
P.W. Grosser Consulting	Civil/Site Engineering; Environmental Engineering; Water/Wastewater Engineering

VHB Engineering	Civil/Site Engineering; Land Surveying; Roadway Design; Traffic Engineering
Bladykas & Panetta L.S. & P.E., P.C.	Civil/Site Design; Land Surveying
H2M Architects & Engineers	Civil/Site Engineering; Construction Management/Inspection; Water/Wastewater ; Structural Engineering
Gedeon GRC Consulting	Civil/Site Engineering; Roadway Design; Structural Engineering; Traffic Engineering
Land Design Engineering	Civil/Site Engineering; Land Surveying; Roadway Design; Traffic Engineering

6-S – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into contracts with New York State and Nassau County with regard to Youth Services as follows:

CONTRACTOR	PURPOSE OF CONTRACT	COMPENSATION
Nassau County – Comprehensive Youth Services Fund Line: A7050-43827	Mentoring, Summer Youth Employment and Youth Center Programs	\$70,887.00
Nassau County – CDA Community Block Grant Fund Line: A7050-43820	Summer Youth Employment	\$8,000.00
New York State – Council of Children and Families Fund Line: A7050-43580	Summer Youth Employment	\$18,968.00
New York State OCFS Fund Line: A7050-43821	Glen Cove After 3 and Youth Center Programs	\$29,347.00

6-T – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby designates the Glen Cove Herald Gazette as the official newspaper for the City of Glen Cove.

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes all full-time management employees of the City of Glen Cove shall receive leave benefits, health benefits and severance packages consistent with the provisions for full time union employees as per the CSEA contract with the exceptions that dental and vision insurance benefits shall be consistent with the PBA contract and that, for management employees hired after 2012, the enrollee's share of health insurance premiums shall continue for as long as the person remains enrolled in the plan.

6-V – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes coverage for CDA-held properties by the City's Self Insurance fund.

Community Development Agency (CDA)

Senior Center	Section 21/Block B/Lot 622	130 Glen Street
Wooded lot behind parking lot	Section 23/Block E/Lot 493	Pulaski Street
Wooded lot	Section 21/Block 256/Lot 117	Burns Avenue
Parking lot	Section 23/Block E/Lot 554	56 SCHOOL ST (REAR)
Wooded lot	Section 31/Block F/Lot 173	Madison Avenue

6-W – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council herby authorizes coverage for IDA-held properties by the City’s Self Insurance fund.

Industrial Development Agency (IDA)*

Li Tungsten Lower Parcel C	Section 21/Block A/Lot 19	Garvies Point Road
Ferry Terminal Site	Section 21/Block 259/Lot 1	Garvies Point Road
Parking Lot btw Library/Village Square	Section 21 /Block B/Lot 653 2	Brewster Street

6-X – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Deputy Mayor to sign and execute checks on behalf of the City for Bank of America, Capital One N.A. and any other banking institution which the city maintains an account, effective January 1, 2021 through December 31, 2021.

6-Y – Resolution

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a new agreement with Verizon Wireless through NASPO (National Association of State Procurement Officials), a cooperative purchasing program facilitating public procurement solicitations and agreements, via master agreement with Verizon Wireless.

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 North Shore Monuments to add additional names and military service branch emblems to the Landing Roll of Honor monument at Morgan Park for a total cost of \$5,675.00.

Veterans from WWII

Benjamin Bowne	Mathew Karpinski
James Curran	Ben Levy
Edward Czajkowski	Joseph Palmirotto
Eugene Czajkowski	William Peet
George Deisle	John Robson
John Donaldson	Bennie Scholz
Adolph Grabowski	John Starkowski
Edward Grabowski	Joseph Young
Louis Young	Morris Young

Budget Line: H7140-52240-1744 Park Improvements

6-AA – Resolution

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 Guardian Gate Company Inc. in the amount of \$3,850 for the repair of the roll down garage door located at the DPW yard.

Budget Line: A1640-55420

Resolution 6-A





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

BUDGET TRANSFER FORM

DEPARTMENT: VARIOUS

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1490-51140	OVERTIME (DPW ADMIN)	\$1,400	
A1490-55501	COURTHOUSE MAINTENANCE	\$2,110	
A1490-51120	HOURLY (DPW ADMIN)		\$3,510
A1640-54320	UTILITIES-GAS/ELECTRIC (DPW)	\$5,250	
A7180-54320	UTILITIES-GAS/ELECTRIC (GOLF)	\$27,400	
A1310-54135	CREDIT CARD FEES	\$26,000	
A3510-55438	CONTRACTUAL SERVICES (ANIMAL)		\$20,000
A1310-55459	NASSAU COUNTY TUITION BILLING		\$38,650
A5110-51140	OVERTIME (DPW ROADS)	\$45,000	
A5110-51121	HOURLY - BEAUTIFICATION		\$45,000

Reason for Transfer:

TO RE-ALLOCATE UNEXPENDED BUDGET TO PROVIDE
BUDGET AVAILABILITY TO VARIOUS DEPARTMENT FUND LINES

Department Head Signature:

Michael A. Piccirillo

Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glencove.ny.gov, c=US
Date: 2020.12.11 09:24:20 -0500

Date: DECEMBER 11, 2020

City Controller Approval:

Date: DECEMBER 11, 2020

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: EMS

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A4540-51154	NIGHT DIFFERENTIAL	\$7,000	
A4540-52230	EQUIPMENT REPLACEMENT	\$750	
A4540-54320	UTILITIES-GAS/ELECTRIC/OIL	\$1,550	
A4540-55416	TELECOMMUNICATIONS	\$2,800	
A4540-57164	SERVICE AWARD PROGRAM		\$12,100

Reason for Transfer:

TO RE-ALLOCATE UNEXPENDED BUDGET TO COVER SHORTAGES

Department Head Signature: _____

Date: DECEMBER 11, 2020

City Controller Approval: _____

Date: DECEMBER 11, 2020

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Personnel

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A9010-57168	HEALTH & DENTAL INSURANCE	\$49,100	
A9010-47168	HEALTH INSURANCE PAYMENTS		\$7,100
A9010-57171	MEDICARE PART B - RETIREES		\$33,449
A1425-51120	CONTRACTUAL SERVICES		\$8,551

Reason for Transfer:

Use unexpended budget and additional revenues for health insurance expense.

Department Head Signature: _____

John Charon

Date: 12/10/2020

City Controller Approval: _____

Michael J. ...

Date: 12/10/20

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: Senior Center

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7030-42211	Contributions from CDA / IDA	\$5,000.00	
A7030-55438	Contractual Services		\$5,000.00

Reason for Amendment:

2020 Increase in Contributions from CDA / IDA for Project Beacon- COVID19 Expansion.

Department Head Signature: Christine Rice Date: 12/9/20

City Controller Approval: [Signature] Date: 12/9/20

City Council Approval-Resolution Number: _____ Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: CITY ATTORNEY

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1420-55492	LEGAL FEES	\$35,000	
A1990-55940	CONTINGENCY		\$5,000
A7550-55557	CELEBRATIONS		\$5,000
A1220-54370	POSTAGE (CITY HALL)		\$7,500
A1220-54360	PRINTING & OFFICE (CITY HALL)		\$7,500
A1930-55950	JUDGEMENTS & CLAIMS		\$10,000

Reason for Transfer:

TO RE-ALLOCATE FUNDS TO COVER LEGAL FEES

Department Head Signature:

Michael A. Piccirillo

Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glencoveny.gov, c=US
Date: 2020.12.08 12:11:01 -0500

Date:

DECEMBER 8, 2020

City Controller Approval:

Date:

DECEMBER 8, 2020

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: City Attorney

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A1420 55407	EQUIP. SERVICE & RENTAL		\$825.66
A1420 55431	FEES FOR SERVICES		\$16,951.60
A1420 55438	CONTRACTUAL SERVICES		\$4,598.91
A1420 55492	LEGAL FEES	\$22,376.17	

Reason for Transfer:

Additional funds needed for legal fees.

Department Head Signature: _____

Date: 12/04/2020

City Controller Approval: _____

Date: 12/7/20

City Council Approval – Resolution Number: _____

Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: EMPLOYEE BENEFITS

BUDGET YEAR 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A9010-57169	UNEMPLOYMENT BENEFITS	\$50,000	
A7030-51120	PART-TIME HOURLY (SENIOR CTR)		\$20,000
A7035-51120	PART-TIME HOURLY (SENIOR CTR)		\$20,000
A7050-51120	PART-TIME HOURLY (YOUTH)		\$10,000

Reason for Transfer:

TO RE-ALLOCATE UNEXPENDED BUDGET FROM
PART-TIME HOURLY FUND LINES TO UNEMPLOYMENT BENEFITS

Department Head Signature: Michael A. Piccirillo Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glencove.ny.gov, c=US
Date: 2020.12.10 17:38:13 -0500 Date: DECEMBER 10, 2020

City Controller Approval:  Date: DECEMBER 10, 2020

City Council Approval – Resolution Number: _____ Date: _____

Resolution 6-C



LAURA CURRAN
COUNTY EXECUTIVE



CAROLYN McCUMMINGS, MPH, PhD
COMMISSIONER

JORGE A. MARTINEZ
DEPUTY COMMISSIONER

**COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
Office for the Aging**
60 Charles Lindbergh Boulevard, Suite #260
Uniondale, New York 11553-3691
516-227-8900/FAX 516-227-8972
seniors@hhsnassaucountyny.us

12/8/20
Timothy Tenke, Mayor
City of Glen Cove, Glen Cove Senior Center
130 Glen Street
Glen Cove NY, 11542

Dear Honorable Tenke,

This is your 2nd year award on your two-year contract for your Age Friendly program. The sum of **\$75,000**, is funded for the 2nd year, for the period of January 1, 2021 through December 31, 2021.

Program	Award Amount	Matching Funds
Title IIIB	\$75,000	\$2,500
TOTAL	\$75,000	

This award is being made with the understanding that if there are reductions in federal, state or county funding, the contract amount is subject to change.

Thank you for your continued efforts to serve the senior citizens of Nassau County.

Sincerely,
Rita Anderson
Nassau County Depart. of Human Services
60 Charles Lindbergh Blvd. NE2
Fiscal Unit, Suite 200
Uniondale, NY 11553-3687
Desk: 516-227-7141
Email Rita.Anderson@hhsnassaucountyny.us



Nassau County Human Services Universal Budget Form



HS Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: City of Glen Cove

Program Name: Age Friendly

Contract Period Start: 1/1/2021

End: 12/31/2021

[To Start Working on Your Budget Click Here](#)

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract # CQHS20000038

Enter Whole # Only

State Reimbursement %

75

Federal Reimbursement %

HS Only:

[To Start Working on Your Budget Click Here](#)



Nassau County Human Services Universal Budget Form

[Return to Face Sheet](#)

Contract # CQHS20000038
Contractor Name: City of Glen Cove
Program Name: Age Friendly

Contract Period
1/1/21
12/31/21

Original Date
Revision Date

Select Line To
Work On Here

Budget Summary

[Work on Salary
and Fringe](#)

[Work on Lines 2
and 3](#)

[Work on Line 4](#)

[Work on Lines 5
and 6](#)

[Work on Lines 7
and 8](#)

[Work on Line 9](#)

[Work on Lines
10 and 11](#)

Line #	Expense type	Total \$
1a	Salary	\$0
1b	Fringe	\$0
1 Total	Personnel (Salary plus Fringe)	\$0
2	Consultant(s)	\$22,250
3	Travel / Per Diem / Transportation	\$0
4	Equipment	\$0
5	Supplies	\$1,250
6	Contractual Services	\$44,720
7	Rent/Utilities	\$0
8	Food Costs	\$0
	# of NSIP meals =	-
9	Other Costs	\$9,280
10	Administrative Overhead	\$0
	Gross Expenditures (Lines 1 – 10)	\$77,500
11	Revenue, Income, Participant Contribution, Cost Share, Matches	\$2,500
	Participant Contributions =	0
	Cost Share =	2500
	Net Budget Total (Lines 1 – 10 minus line 11)	\$75,000

[Return to Face Sheet](#)

Administrative Approval of Universal Budget Form:

Original:

Budget Modifications

Date: _____

Amend:

☐ Date _____

Department Head Approval _____

☐ Program _____

Fiscal Approval _____

☐ Fiscal _____

Program Head Approval _____



**Universal Budget Form
Nassau County Human Services**

Contract # CQHS20000038
Contractor Name City of Glen Cove
Program Name Age Friendly

Contract Period
1/1/2021
12/31/2021

Line 1 - Personnel

[Return to Summary Page](#)

Cost of salaries and/or wages of personnel assigned to the project

----- Contract Amount Only -----

Staff Title/Name	Salary Pd Per Pay Period	Explanation/Description of Function/Expense	% Wk'd on Program	Salary \$	Fringe \$	Total \$
Sample	\$ 2,000.00	1/1-12/31/2010, 1820 hrs p/y \$52,000 yrly Salary	25.00%	\$13,000	\$3,250	\$16,250
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Sheet 1 Total		(This Total includes Sheet 1 Only)	n/a	\$0	\$0	\$0
Line 1 Total		(This Total includes Sheet 1 thru Sheet 8)	n/a	\$0	\$0	\$0

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; % of time spent on program; period of time spent on program; annual salary; and/or hourly wage rate. **(Department of Human Services Office for the Aging (OFA) Contracts - Please include the \$ amount that salaried personnel receive per pay period. Also, if you anticipate raises during the year, please use 2 lines per person.)**
3. All Direct Personnel Costs or Allocations are to be included in this section, **not in Other.**
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department. **(OFA Contracts: Please report fringe on a per person basis.)**
6. If additional lines are needed, please go to "Home", click "Format Cells", click "Hide & Unhide" under Visibility, click "Unhide. Sheet" and then click whatever sheets you need.

[Return to Summary Page](#)



Universal Budget Form
Nassau County Human Services

Contract #	CQHS20000038	Contract Period
Contractor Name	City of Glen Cove	1/1/2021
Program Name	Age Friendly	12/31/2021

Line 2 - Consultants [Return to Summary Page](#)

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense (Please include cost of each session)	# of Sessions	Total \$
Carol Waldman		NC Personal Services; Grant Oversight, Liason to Nassau County		\$11,250
Karen Williams		GC Grant Manager and Evaluator		\$6,000
TBD		NC Data Researc h		\$5,000
Line 2 Total		n/a		\$22,250

Note(s):

[Return to Summary Page](#)

- For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to be worked. Include all consultant travel costs here.
- Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).

Line 3 - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	Explanation - Description of Expense		Total
Line 3 Total	n/a		\$0

Note(s):

[Return to Summary Page](#)

- Costs of transportation, mileage allowance, lodging, food, and related items incurred by contractor staff on project-related travel, and client transportation. Registration and conference costs to on the Miscellaneous Line. This expense type does not include consultant travel costs.
- Aggregate separately for staff and client expenses.

[Return to Summary Page](#)



**Universal Budget Form
Nassau County Human Services**

Contract #	CQHS20000038	Contract Period
Contractor Name	City of Glen Cove	1/1/2021
Program Name	Age Friendly	12/31/2021

Line 4 - Equipment [Return to Summary Page](#)

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment RENTAL	Explanation - Description of Expense	Total \$

Note(s): [Return to Summary Page](#)

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment PURCHASE	Explanation - Description of Expense	Total \$

Note(s): [Return to Summary Page](#)

- Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
- Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department. (OFA Contracts - Equipment under \$200 should be listed under Supplies.)

Line 4 Total	n/a	\$0
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Note(s): [Return to Summary Page](#)

- Total the cost of equipment purchases and rentals.

[Return to Summary Page](#)



**Universal Budget Form
Nassau County Human Services**

Contract #	CQHS20000038	Contract Period
Contractor Name	City of Glen Cove	1/1/2021
Program Name	Age Friendly	12/31/2021

Line 5 - Supplies [Return to Summary Page](#)

Cost of supplies

Expense type: Supplies	Explanation - Description of Expense	Total \$
Signage	"Age Friendly Center of Excellence"	\$300
ID Tags	ID Tags for Timebanking / WWAD	\$250
Program Materials	Various Program Materials need to start up Timebanking and WWAD	\$700
Line 5 Total	n/a	\$1,250

[Return to Summary Page](#)

Note(s):

- Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project (list stamps in this section). Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested. **(OFA Contracts - Include office and kitchen supplies.)**
- Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply. **(OFA Contracts - Equipment under \$200 should be listed under Supplies.)**

Line 6 - Contractual Service [Return to Summary Page](#)

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	Explanation - Description of Expense	Total \$
North Shore University Hospital	GC Project Director	\$12,000
	GC Project Coordinator	\$8,720
	GC Project Assistant / Data Entry	\$4,250
	NC Tech Services; Web Designer, Mapping, Consulting	\$18,750
	Instructors to jumpstart Timebanking and WWAD Programs	\$1,000
Line 6 Total	n/a	\$44,720

[Return to Summary Page](#)

Note(s):

- Costs of indirect services acquired by the contractor under a separate contract or subcontract.
- Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expense type.
- Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

[Return to Summary Page](#)



**Universal Budget Form
Nassau County Human Services**

Contract #	CQHS20000038	Contract Period	
Contractor Name	City of Glen Cove		1/1/2021
Program Name	Age Friendly		12/31/2021

Line 7 - Rent/Utilities [Return to Summary Page](#)

Costs related to rent and utilities associated with direct client services.

Expense type: Rent/Utilities	Explanation - Description of Expense		Total \$
Line 7 Total	n/a		\$0

[Return to Summary Page](#)

Note(s):

- Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description. (OFA Contracts - Signed copy of lease must be returned with contract.)

Line 8 - Food Costs [Return to Summary Page](#)

Expense type: Food Costs	Explanation		Total \$
	Number of NSIPMeals = _____		
Line 8 Total	n/a		\$0

[Return to Summary Page](#)

Note(s):

- Please provide: For Catered Meals - Name of vendor, # of meals, cost per meal. A copy of catering contract must be submitted to DSCA. For Meals Prepared on Site - # of meals and raw food cost per meal.

[Return to Summary Page](#)



**Universal Budget Form
Nassau County Human Services**

Contract #	CQHS20000038	Contract Period
Contractor Name	City of Glen Cove	1/1/2021
Program Name	Age Friendly	12/31/2021

Line 9 - Misc./Other Costs [Return to Summary Page](#)

Please itemize all expenses

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total \$
Microsoft Office 365	1 year subscription to Microsoft Office 365 for Age Friendly Office	\$100
Member Insurance	Insurance for Members of WWAD	\$8,500
Meeting / Event Costs	Meeting / Event Costs- Includes set-up, refreshments	\$680
Line 9 Total	n/a	\$9,280

[Return to Summary Page](#)

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences, insurance, equipment maintenance, vehicle maintenance, advertising and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

[Return to Summary Page](#)



**Universal Budget Form
Nassau County Human Services**

Contract #	CQHS20000038	Contract Period	
Contractor Name	City of Glen Cove		1/1/2021
Program Name	Age Friendly		12/31/2021

Line 10 - Administrative Overhead

[Return to Summary Page](#)

Administrative Overhead costs

THIS SECTION DOES NOT APPLY TO OFA CONTRACTS

----- Contract Amount Only -----

Expense type: Administrative Overhead	Explanation - Description of Expense			Total \$
Line 10 Total	n/a	\$0	\$0	\$0

[Return to Summary Page](#)

Note(s):

- Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Line 11 - Revenue

Please itemize all participant contributions, cost share, revenue, income, and matches, if any, expected to be generated from this project.

[Return to Summary Page](#)

Revenue type: Income/Matches	Explanation - Description of Revenue	Total \$
Contributions	Voluntary Participant Contributions =	
Cost Share	Required Participant Cost Share (if applicable) =	\$2,500
	Hofstra Match - GC Second Year of Grant	
Line 11 Total	n/a	\$2,500

[Return to Summary Page](#)

[Return to Summary Page](#)



Resolution 6-D



INDEPENDENT CONSULTANT AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Consultant 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
CONSULTANT

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

Name: Carol Waldman

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

Address: 270 Carpenter Avenue

City/State/Zip: Sea Cliff, NY 11579

Business Telephone: (516)216.0836

Email: carolwaldman4@gmail.com

WORK TO BE
PERFORMED

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

NC Personal Services; Grant Oversight, Liaison Consultant to Nassau County for Age Friendly Initiative Grant

3. TERMS OF
PAYMENT

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

\$11,250 total for contract term to be paid bi-monthly; 24 payments of \$468.75.

Dates: January 1st, 2021 - December 31st, 2021

4. REIMBURSE-
MENT OF
EXPENSES

AGENCY shall not be liable to IC for any expenses paid or
incurred by IC unless otherwise agreed in writing.

5. 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.

6. 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.

7. 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 January 1st, 2021
and shall terminate on December 31st, 2021

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.

For Senior Center Use
Log #: _____
Date: _____

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 CONSULTANT**

Carol Waldman
Firm/Individual Name

Signature

Independent Consultant
Title

Date

Resolution 6-E



INDEPENDENT CONSULTANT 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: _____

2. IDENTITY OF
INDEPENDENT
CONSULTANT

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

Name: Karen J. Williams

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

Address: 29 Sterling Place

City/State/Zip: Hempstead, New York 11550

Business Telephone: 516.728.7504

Email: giftsgrantsgraymatter@gmail.com

3. WORK TO BE
PERFORMED

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

GC Grant Manager and Evaluator for Age Friendly Initiative Grant

4. TERMS OF
PAYMENT

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

\$6,000.00 total for contract term to be paid bi-monthly; 24 payments of \$250.00.

Dates: January 1st, 2021 - December 31st, 2021

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 January 1st 2021
and shall terminate on December 31st, 2021

12. TERMINATION
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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.

For Senior Center Use
Log #: _____
Date: _____

***AGENCY:**

City of Glen Cove, Glen Cove Senior Center
Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONSULTANT**

Karen J. Williams
Firm/Individual Name

Signature

Independent Consultant
Title

Date

Resolution 6-F



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: North Shore University Hospital

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

Address: 300 Community Drive

City/State/Zip: Manhasset, NY 11030-3816

Business Telephone: 516-465-2776

Email: vcaruso2@northwell.edu

WORK TO BE
PERFORMED

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

GC Project Director for Age Friendly Initiative Grant

3. TERMS OF
PAYMENT

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

\$12,000 total for contract term to be paid bi-monthly; 24 payments of
\$500.00.

Dates: January 1st, 2021 - December 31st, 2021

4. REIMBURSE-
MENT OF
EXPENSES

AGENCY shall not be liable to IC for any expenses paid or
incurred by IC unless otherwise agreed in writing.

5. 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.

6. 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.

7. 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 January 1st, 2021
and shall terminate on December 31st, 2021

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**

North Shore University Hospital
Firm/Individual Name

Signature

Independent Contractor
Title

Date

Resolution 6-G



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: (*) Sole Proprietorship () Partnership () Corporation

Address: 30 Newport Parkway, Apt 3001

City/State/Zip: Jersey City, New Jersey 07310

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

\$8,720 total for contract term to be paid bi-monthly for 23 payments of \$363.00 and 1 payment of 371.00.

Dates: January 1st, 2021 - December 31st, 2021

5. REIMBURSEMENT 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 & COMPENSATION
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 January 1st 2021
and shall terminate on December 31st, 2021

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.

For Senior Center Use
Log #: _____
Date: _____

***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-H



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: _____

2. IDENTITY OF
INDEPENDENT
CONTRACTOR

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

Name: Katie Elkowitz

Type Entity: (☒) 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 bi-monthly; 23 payments of \$177.00 and 1 payment of \$179.00.

Dates: January 1st, 2021 - December 31st, 2021

5. REIMBURSEMENT 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 & COMPENSATION
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 January 1st 2021
and shall terminate on December 31st, 2021

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.

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AGREEMENT

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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.

For Senior Center Use
Log #: _____
Date: _____

***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

Resolution 6-I



City of Glen Cove

Contract No. 2020-018



CATERING SERVICES FOR THE CONGREGATE MEAL PROGRAM AT THE SENIOR CENTER

**Quality Food Caterer
dba RHA Restaurant Corp.**
611 Old Country Road
Westbury, NY 11590
5demayomexican@gmail.com

AGREEMENT

A. Contractor (Vendor) Name: **Quality Food Caterer
dba RHA Restaurant Corp.**

Address: 611 Old Country Road
Westbury, NY 11590

Contract (Vendee) Name: City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Contract Period: 1/1/2021 - 12/31/2022

Location of Meal Site: Glen Cove Senior Center
130 Glen Street
Glen Cove, NY 11542

**Estimated Total Number of
Meals To Be Served In Project
Year:** 23,500

Price per in-house Meal:	\$	<u>5.50</u>	<u>per meal</u>
Price per to-go meal:	\$	<u>6.35</u>	<u>per meal</u>

Cost of the price per meal for the **second year** of this contract will increase by 2% (two percent) of the contracted amount for the first year, 2021.

Due to the special needs of the Glen Cove Senior Center, a local catering company is required. The likelihood of last minute changes to the daily service menu, i.e.: increase/decrease in number of Senior participants; last minute delivery of various items as needed for the daily luncheon program; are such that the Glen Cove Senior Center requires that the caterer/contractor be available to accommodate these needs upon request. Therefore, the Contractor's kitchen must be located within a 20-minute commute from the Senior Center building.

B. CONTRACTOR AGREES AS FOLLOWS:

1. Unless otherwise instructed, as provided for herein, the **CONTRACTOR** shall provide approximately 100 meals per day on the following days:

Monday through Friday, except holidays, snow days, and emergency closings. (also, weekend and evening functions such as Senior Ball, Candlelight Dinner, Circle of Friends, box breakfasts and box lunches for trips, annual picnics, and any other fundraising functions). When necessary, early delivery is to be provided.

VENDEE can change the count per day according to need.
Count to be called in one (1) day in advance.

2. **CONTRACTOR** is to deliver such meals to 130 Glen Street, Glen Cove, NY in clean and sanitary heated or refrigerated containers that will maintain hot food above 140 degrees and cold food below 40 degrees. Maximum holding time one hour (1 hour).
3. **CONTRACTOR** to deliver such meals between the hours of 9:30 A.M. and 10:30 A.M., each day.
4. **CONTRACTOR** understands that the estimated total number of meals to be served per year is **23,500**. The food shall be delivered in bulk for all meals to be served in house. For meals intended for home delivery, they shall be individually portioned and contained appropriately for travel.
5. **CONTRACTOR** agrees that all meals will furnish one-third (1/3) of the Recommended Dietary Allowances, in accordance with the Food and Nutrition Board and the National Academy of Science National Research Council, as required by the National Nutrition Program for the Elderly.
6. **CONTRACTOR** agrees that the following low sodium (no added salt) meal pattern will be adhered to, to insure meeting the one-third (1/3) RDA and to best meet nutritional guidelines: Homemade Soup, Fresh Meat, fish, or poultry (1/4 white or dark meat) 3 oz. cooked, edible portion, not to include breading; vegetables and fruit (two 1/2 cup servings); enriched or whole grain products (1 serving); butter (1 tablespoon); dessert to include, as submitted on menus, ice cream, milk puddings (no artificial sweeteners); milk (1/2 pint) 1%, regular and skim milk as requested. Canned fruit is to be provided in its own juice or light syrup (no artificial sweetener). In addition, decaffeinated coffee, tea, and milk for coffee is to be provided. For diabetic participants,

fresh fruit, dietetic Jell-O or pudding is to be provided.

- 7. CONTRACTOR** will submit the minimum of a three-month (3) cycle menu for approval by the project dietitian and the New York State Office for the Aging. It is understood that the Senior Center may reject food items or request substitutions. The menu must be submitted with sufficient time for review by NYSOFA one (1) month before the first menu date. Any change made to the menu after approval must be substituted by equal nutritive value and approved by the Glen Cove Senior Center. Changes must be written on the menu and copies kept on file for one year.
- 8.** The premises of the **CONTRACTOR** will be open for inspection and program evaluation during normal business hours by representatives of local and state departments of Health, local nutrition program, County and State Departments for the Aging, State Office of General Services, U.S. Administration on Aging, U.S. Department of Agriculture and General Accounting Office, and the Glen Cove Office of Senior Services.
- 9.** The cost of the price per meal for the **second year (2022)** of the contract will increase by 2% (two percent) of the contracted amount for the first year (2021).
- 10. CONTRACTOR** agrees that, unless otherwise instructed, the Senior Center will require 100 meals per day on Monday through Friday, except holidays, snow days and emergency closings. An additional **five percent (5%)** of the daily meal count is to be supplied at no extra charge. Meals for special functions are also required. These include, but are not limited to, the annual Senior Ball, the annual Candlelight Dinner, Circle of Friends Events, box breakfasts and box lunches for trips, and annual picnics. When necessary, early delivery is to be provided.
- 11. CONTRACTOR** understands that the Senior Center can change the count per day according to need. Count is to be called in one (1) day in advance.
- 12. CONTRACTOR** must maintain a clean interior of the vehicle used in the transportation of food. The vehicle and food carriers will be made available for inspection by the above-mentioned agencies upon request

and any recommendations made by the above-mentioned agencies must be implemented.

- 13. CONTRACTOR's** premises must meet all federal, state and local health codes.
- 14. CONTRACTOR** will provide the Glen Cove Senior center daily meals which will include a choice of soup, as well as a hot meal, and an alternate cold meal (sandwich). Both the hot meal and the alternate must meet the guidelines set forth in item 6 and item 7 of this specification sheet.
- 15. CONTRACTOR** to provide the following items and must be included in the daily delivery: 6" paper plates, 9" paper plates, 8 oz. hot cups, dinner napkins, salt, pepper, sugar, sweet & low, coffee stirrers, catsup, mustard, and salad dressing.
- 16. CONTRACTOR** will, upon request, provide meals for the Adult Day Care Program located on the lower level of the Glen Cove Senior Center. The number to be called in one (1) day in advance at the same terms as provided herein.
- 17. CONTRACTOR** agrees to provide to the New York State Office for the Aging a cost breakdown of the food prepared by raw food, prepared food, transportation and other costs as needed by the local project and the New York State Office for the Aging and the Administration of Aging.
- 18. CONTRACTOR** agrees to adhere to the provisions of the Civil Rights Act of 1964 and all amendments thereto and agrees not to discriminate against any individual on the basis of race, creed, color, sex or national origin.

TO-GO MEALS: In addition to the above meals, **CONTRACTOR** agrees to provide TO GO Meals as follows:1.

- 1.** The estimated total number of to-go meals to be served per year is approximately 2,000. To-go meals were approved by emergency order of the City of Glen Cove Mayor on March 25, 2020 to accommodate the

needs of the Senior Center members during the COVID-19 pandemic. We expect these services to continue.

2. Meals to be packaged in three-part plastic "take home" sturdy containers, and plastic wrapped in one or two meal packs as necessary.
3. All guidelines of to-go meals (as mentioned above) should be followed for all to-go meals; i.e. portion control and nutritional requirements.
4. All sides (milk, juice, bread, fruit or dessert) should be packed in one meal individual bags
5. All home delivered meals will be delivered to the Glen Cove Senior Center in cooler bags packed with ice packs.
6. Temperature controls will apply to all home delivered meals and temps taken at time of delivery to the Center.
7. Please include a sample to-go menu with your bid submission. The form is included on page 21 of this solicitation.

CONDITIONS OF THE CONTRACTEE

1. The **Vendee** agrees to accept from the **Contractor** 100 meals per day, (reserving the right to change this count, per day, as needed), five (5) days per week, for the full term of the contract, unless the contract is canceled as provided herein or the **Contractor** has breached a material term of the contract. Count to be called in one (1) day in advance.

2. The **Vendee** may cancel the entire contract on thirty (30) days' notice of cancellation of meal delivery. Should said services become detrimental to the participants of this project, the vendee has the right to cancellation of this contract in its entirety without affording the **Contractor** 30 days notice. Said contract may also be canceled in its entirety upon mutual agreement of both the **Vendee** and the **Contractor**.

BY:_____

Date:_____

Roberto Herrera, Proprietor and Chef
RHA Restaurant Corp.

NUTRITION SERVICES COORDINATOR

BY:_____

Christine Rice, Executive Director
Glen Cove Senior Center

Date:_____

BY:_____

Timothy Tenke, Mayor
City of Glen Cove

Date:_____

Gaspare Tumminello

From: Yelena Quiles
Sent: Wednesday, December 2, 2020 11:49 AM
To: Gaspare Tumminello
Cc: Jacqui Tecce; Christine Rice; Stephanie Soter; Michael Piccirillo
Subject: BID#2020-018; Catering Services for the Congregate Meal Program

Gaspare,

Please include the below in the next City Council agenda for resolution.

The above referenced bid was opened at 11:00am in the 2nd floor conference room on November 24, 2020. Anita and I were in attendance.

The following bid was received:
RHA Restaurant Corporation:

	(In-house meals) Price per meal for meals that will be delivered and consumed at
the Senior Center site	\$ 5.50
	(To-go meals) Price per meal for meals that will be delivered to the Senior Center
site but consumed off-premises	\$ 6.35

The duration for the contract will be from January 1, 2021 through December 31, 2022. The fund line for this project will be A7030-54310.

(BID#2020-018; Catering Services for the Congregate Meal Program)



Yelena Quiles

Yelena Quiles, Purchasing Agent
9 Glen Street / Glen Cove, NY 11542 / (516) 676-2108 [Office] (917) 709-4300 [Cell]

<https://www.bidnetdirect.com/new-york/cityofglencove>

<http://www.glencove-li.us/bidrfp/>



CITY OF
GLEN COVE

CATERING SERVICES FOR THE CONGREGATE MEAL PROGRAM AT THE SENIOR CENTER
City of Glen Cove, BID # 2020-018

Bid Opening, NOVEMBER 24, 2020 AT 11:00 A.M.

City Hall, 9 Glen Street, SECOND Floor Conference Room, Glen Cove, NY 11542

BID OPENING SHEET

COMPANY NAME		BID AMOUNT
1	QUALITY FOOD CATERING	Item #1 5.50/meal Item #2 6.35/meal
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

SCHEDULE OF BID PRICES

CATERING SERVICES FOR THE CONGREGATE MEAL PROGRAM AT SENIOR CENTER

Item	Unit of Measure	Description	Price per Meal	Price per meal Bid in Words
1	PRICE PER MEAL (in-house meals) Based on 23,500 meals	Price per meal for meals that will be delivered and consumed at the Senior Center site.	\$ <u>5.50</u>	<u>FIVE</u> Dollars and <u>FIFTY</u> cents
2	PRICE PER MEAL (to-go meals) Based on 2,000 meals	Price per meal for meals that will be delivered to the Senior Center site but consumed off-premises.	\$ <u>6.35</u>	<u>SIX</u> Dollars and <u>THIRTY FIVE</u> cents

ROBERTO HERNANDEZ QUALITY FOOD CATERER 11-18-2020

VENDOR'S AUTHORIZED REPRESENTATIVE _____ VENDOR'S NAME (PRINTED) _____ DATE _____

QUALITY FOOD CATERER

VENDOR COMPANY NAME (PRINTED)

SCHEDULE OF BID PRICES

Bids will be compared on the basis of the PRICE PER MEAL. Where the price in figures differs from the price in words, the price in words will be accepted as the amount bid and amounts computed and adjusted accordingly. Estimated quantities, where given are approximate and are for the purpose of evaluating the proposals only. The OWNER reserves the right to omit or add to any portion or portions of the work heretofore enumerated without forfeiture of Contract or claims for loss of anticipated profits or any other claims by the BIDDER on account of such omission or additions.

Resolution 6-J





MARKETING AND LICENSING AGREEMENT

This Marketing and License Agreement (this “Agreement”) is entered into as of the date listed on the signature page hereto (the “Effective Date”) by and between Just Walk! Inc., an Ohio non-profit corporation (“Just Walk”), with offices at 3773 Olentangy River Rd. Columbus, OH 43214, and the entity listed in Section 4 of this Agreement (the “Company”). Just Walk and the Company are sometimes referred to herein collectively as the “parties” or individually as a “party.”

RECITALS:

WHEREAS, Just Walk provides, among other things, free walking programs to encourage healthy physical activity in people of all ages (the “Walking Program”);

WHEREAS, the Company desires to organize a Walking Program in the territory specified in Section 4 (the “Territory”);

WHEREAS, to facilitate the Company in organizing a Walking/Talking Program, Just Walk shall provide to the Company a toolkit consisting of a “How-To-Guide;” digital files including logos, forms, signs and templates; promotional materials; a pedometer and t-shirt (the “Toolkit”); and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions for the Walking Program and certain marketing activities;

NOW, THEREFORE, in consideration of the above premises, the representations, warranties and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Marketing and Promotional Activities. The Company agrees to engage in the following marketing and promotional activities:

- a. Each Walking Program must include a regular walk OR virtual pre-recorded talk (at minimum, monthly) and the participation of either a resident physician actively participating in a residency medical training program or a board-certified physician (in each instance, the “Physician”) at each walk.
- b. The Physician will provide a five to ten minute informational talk (in person or virtually via pre-recorded video) prior to each walk. Walks may be conducted as a group or individually by participants on their own time.
- c. If walks are conducted as a group, the Company may provide fruit, granola, water and coffee for the participants of each walk, if conducted in a manner consistent with the Company’s safety protocols.
- d. The Company must display Just Walk’s logo at each walk. Upon request of Just Walk, the Company will also display the names and/or logos of Just Walk’s sponsors on walk marketing and promotional materials.

- e. The Company must be receptive to representatives of Just Walk's sponsors attending the Company's walks and disseminating sponsor literature.
- f. The Company must participate as a member in Just Walk's liability insurance and shall provide notice to Just Walk of the location of the walk to be listed with the insurance carrier. The Company shall not walk at a different location without obtaining prior written approval of Just Walk.
- g. The Company shall pay a start-up fee of \$650.00 to Just Walk. [For an additional \$600.00, Just Walk shall provide the Company with fifty (50) shirts, fifty (50) pedometers, one large banner and one large sign, prior to the commencement of the Walking Program.]
- h. The Company must offer participants in the Walking Program the option to sign-up for the National Just Walk newsletter. The Company shall use its best efforts to register participants to take part in the Walking Program and to obtain executed waivers in the form provided by Just Walk to the Company as part of the registration process.
- i. The Company shall not through itself or through any third party or entity, including, but not limited to, a physician affiliated with the Company, such physician's practice, or a health system affiliated with the Company, advertise, promote, sell or distribute any products at any walk unless previously approved in writing by Just Walk.
- j. The Company must receive prior written approval from Just Walk of the content, message and delivery of any disclosures, posts or messages it or its affiliates, representatives or employees intend to disseminate to the media, social media or the press, in any form or format, prior to making such disclosures to the media, social media or press. Just Walk may, in its sole discretion, withhold or decline such approval.

2. License. Subject to the terms and conditions of this Agreement, Just Walk hereby grants to the Company a non-exclusive, non-assignable, non-sublicenseable, royalty-free, limited license in the Territory to use and display the Just Walk trademark and logos indicated on Exhibit A hereto (the "Marks") in connection with a Walking Program solely as necessary to perform Company's obligations under this Agreement.

3. General Terms and Conditions. The parties agree that the Exhibits, including the General Terms and Conditions attached hereto as Exhibit B, shall constitute an integral part of this Agreement.

4. Company Information.

Company Name:	City of Glen Cove
State of Incorporation/Organization:	New York
Territory:	Nassau County
Contact Name:	Christine Rice
Contact Address:	130 Glen Street Glen Cove, NY 11542
Contact Email Address:	crice@glencoveny.gov
Contact Telephone Number:	516.759.9615

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Marketing and License Agreement as of the date first written above.

JUST WALK

City of Glen Cove

By: _____

By: _____

Name: _____

Name: Timothy Tenke

Title: _____

Title: Mayor

Effective Date: _____

EXHIBIT A

MARKS

A) Logo word marks with stylization



B) Word marks without stylization

Just Walk

Walk with a Doc

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. License and Reservation of Rights.

1.1 **Trademark Guidelines.** In its use of the Marks, the Company will comply with any trademark usage guidelines that Just Walk may communicate to the Company from time to time. The Company will provide Just Walk with copies of any materials bearing any of Just Walk's Marks as requested by Just Walk from time to time. If the Company's use of any of Just Walk's Marks, or if any material bearing such Marks, does not comply with the then-current trademark usage policies provided in writing by Just Walk, the Company will promptly remedy such deficiencies upon receipt of written notice of such deficiencies from Just Walk. Other than the express licenses granted herein with respect to Just Walk's Marks, nothing herein will grant to the Company any other right, title or interest in Just Walk's Marks. All goodwill resulting from the Company's use of Just Walk's Marks will inure solely to Just Walk. The Company will not, at any time during or after this Agreement, register, attempt to register, claim any interest in, contest the use of, or otherwise adversely affect the validity of any of Just Walk's Marks (including, without limitation, any act or assistance to any act, which may infringe or lead to the infringement of any such Marks). Except as set forth in this Agreement, the Company may not use any trademarks or logos other than the Marks in conjunction with the Walking Program without the prior written approval of Just Walk. The Company further agrees not to use or register the Marks as part of any trade name, corporate name, business name or domain name.

1.2 **Copyright Rights.** All artwork, designs, reproductions, and derivative works thereof that are created by the Company and which include or are derived from the Marks or materials included in the Toolkit are, for copyright purposes, works made for hire for Just Walk. In no event will any works be considered a joint work. If any work does not qualify as a work made for hire, then the Company hereby assigns to Just Walk all rights to such work, including, but not limited to, all copyright rights and other intellectual property rights.

1.3 **Reservation of Rights.** The parties acknowledge and agree that, except for the rights and licenses expressly granted by Just Walk to the Company under this Agreement, Just Walk will retain all right, title and interest in and to its products, services, Marks, and all content, information and other materials on its website or contained in the Toolkit, and nothing contained in this Agreement will be construed as conferring upon the Company, by implication, operation of law or otherwise, any other license or other right.

2. Warranties; Limitation of Liability.

2.1 **Warranties.** Each party represents and warrants to the other that (a) it has the full power to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, and (c) this Agreement does not contravene, violate or conflict with any other agreement of such party.

2.2 **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, JUST WALK DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE, AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION.

2.3 **Limitation of Liability.** EXCEPT FOR THE PARTIES' OBLIGATIONS PURSUANT TO SECTION 5, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

3. **Policies and Procedures.** The Company will establish and adhere to appropriate health and safety policies and procedures for its Walking Program, including ensuring that participants and volunteers sign in and agree to be bound by the Waiver and Release of Liability and that measures to mitigate risk of transmission of communicable diseases (such as

COVID-19) among participants and volunteers are implemented. These policies and procedures should be consistent with Just Walk's policies and procedures and, with respect to COVID-19, shall adhere to all recommendations and guidance from the Centers for Disease Control and Prevention and applicable local and state health authorities.

4. No Agency; No Disparagement. Notwithstanding anything in this Agreement, neither party will make any claims, representations or warranties on behalf of the other party or bind the other party, and neither party is authorized to do so by this Agreement. The relationship between the parties will be that of independent contractors. Nothing contained herein will be construed to imply a joint venture, principal or agent relationship, or other joint relationship, and neither party will have the right, power or authority to bind or create any obligation, express or implied, on behalf of the other party. During the term of this Agreement, the Company shall not make any public statements disparaging Just Walk's Marks, products or services.

5. Indemnification. Except as expressly set forth in this Section 5, neither party shall have any obligations to indemnify the other party. The Company agrees to indemnify and hold harmless Just Walk from and against any and all claims, damages, liabilities, losses, judgments, costs, and attorneys' fees arising directly out of, or relating to: (a) the Company's gross negligence or willful misconduct in engaging in the marketing and promotional activities described in this Agreement, (b) any statements made by Company during the term of this Agreement disparaging the Marks, products or services of Just Walk, whether or not such statements are true, and (c) any claim against Just Walk related to or arising out of alleged exposure to COVID-19 at a Company event. Notwithstanding the foregoing, Just Walk shall have the right, in its absolute discretion and at its sole cost, to employ attorneys of its own choice and to institute or defend any claim for which Just Walk has a right to be indemnified.

6. Term and Termination.

6.1 Term. This Agreement will be in effect until May 31, 2021 unless earlier terminated pursuant to this Section 6.

6.2 Termination. Either party without cause may terminate this Agreement upon thirty (30) days prior written notice to the other party.

6.3 Survival. Sections 1.2, 1.3, 2.2, 2.3, 4, 5, 6.3, 7 will survive any expiration or termination of this Agreement. Notwithstanding the foregoing, the expiration or termination of this Agreement will not relieve the parties of any liability or obligation that accrued prior to such expiration or termination. Upon the expiration or termination of this Agreement, the Company will immediately cease the display and use of Just Walk's Marks and the marketing and promotional activities as described in this Agreement.

7. General.

7.1 Confidential Information. Each party acknowledge and agree that in connection with this Agreement each will be exposed to information relating to the other and the other's businesses and agents that is confidential in nature and/or proprietary, including trade secrets. During the term of this Agreement and thereafter each (A) shall treat as confidential any and all information disclosed or made known to it by the other (whether through actual disclosure or observance) and all other information relating to the other and its agents and business; (B) shall not publish or disclose such information in any manner or fashion to any third party without the other's prior written consent; and (C) shall not use such information for any purpose except in connection with performing the obligations hereunder. The confidential information and trade secrets of each party include, without limitation, information relating to each party's respective business methodologies, marketing, contacts, relations, finances and operations (including, without limitation, cost and pricing figures and statistics, business projections, marketing strategies and plans) not generally known to the public. The foregoing obligations do not apply to any information that is or becomes generally known to the public apart from disclosure by a party or its affiliates or its or their present or former employees or agents, or which was known to or used by a party or its affiliates in the conduct of its business operations prior to the Effective Date. At the request of a party from time to time, the other party(ies) shall cause its (or its affiliates') employees to execute a confidentiality agreement in a mutually agreed upon form. Upon termination of this Agreement, each party and its affiliates and its or their employees shall return to the other party(ies) all records, data, notes, reports, material and other documentation, and all reproductions of the same, relating to such other party(ies).

7.2 Governing Law; Venue. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Ohio without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Ohio to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in Franklin County,

Ohio in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts, provided that either party may seek injunctive, equitable or similar relief from any court of competent jurisdiction.

7.3 Waiver; Severability. No waiver of a party's rights shall be effective unless such waiver is in writing signed by the waiving party. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, illegal, against public policy or is otherwise unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

7.4 Assignment. The Company may not assign its rights or obligations under this Agreement without the prior written consent of Just Walk, which may be granted or withheld in Just Walk's sole discretion. Just Walk shall have a complete and unrestricted right to transfer its rights and interests under this Agreement.

7.5 Notices. Any notice required or permitted to be given by either party under this Agreement shall be in writing and sent to each party at its address or facsimile number set forth in the first paragraph of this Agreement, or such new address or facsimile number as may from time to time be supplied by the parties hereto in accordance with this Section 7.5.

7.6 Captions; Entire Agreement; Amendment. The captions or headings of the Sections of this Agreement are for reference only and are not to be construed in any way as part of this Agreement. This Agreement constitutes the complete understanding and agreement of the parties and supersedes all prior and contemporaneous negotiations, understandings and agreements with respect to the subject matter of this Agreement. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by an authorized representative of both parties.

7.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) effective as of _____ (“Effective Date”) entered into by and between HF Management Services, LLC (“HFMS”) and _____ (“Company”).

WHEREAS, the parties have had discussions and intend to hold further discussions regarding a potential business transaction (“Transaction”), during which confidential and/or proprietary information will be shared and disclosed between them, and;

WHEREAS, in consideration of such disclosure the parties agree that any and all confidential information disclosed by one party to the other shall remain strictly confidential and shall not be used by the other party except as need to discuss the Transaction and in accordance with this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. Confidential Information. The term “Confidential Information” as used in this Agreement shall include, without limitation, costs, prices, financial information, personnel policies, forms and procedures, products, services, information systems methodologies, research and development, existing or prospective business arrangements with third-parties, prospective or executed contracts and other plans, strategies or arrangements regarding each party’s current and prospective business, that contain or otherwise reflect information concerning Company, HFMS, or any of their respective affiliates or subsidiaries, regardless of whether the Confidential Information is communicated in a written or verbal manner and regardless of the tangible medium in which it is stored. Confidential Information shall not include any information or material that:

1.1. _____ is or becomes generally available to the public through sources lawfully entitled to disclose information and not as a result of disclosure by either party or any of their respective directors, officers, employees, agents, legal counsel and accountants (“Representatives”) in violation of this Agreement;

1.2. _____ was in the possession of either party, or their Representatives, on a non-confidential basis prior to disclosure to the other party or its Representatives;

1.3. _____ becomes available to either party on a non-confidential basis from a non-affiliated third party who, to the best of the receiving party’s knowledge, is not otherwise prohibited from disclosing the information.

2. Use of Confidential Information.

2.1. Restrictions on Use. As a condition of the parties disclosing Confidential Information to each other in connection with an evaluation of a possible Transaction, the parties agree not to use Confidential Information for any purpose other than to evaluate the Transaction nor, except as required by applicable law, regulation or legal process, to disclose Confidential Information to any person or entity other than Representatives who need to know the Confidential Information for the purpose of evaluating the Transaction. Each party will cause each person to whom Confidential Information is disclosed under this Agreement to comply with the terms of this Agreement and will be responsible for any material breach by any such person of this Agreement. The parties recognize and acknowledge that either party may be currently offering or developing or may in the future develop or acquire products and/or

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

services similar to or related to the Transaction. Nothing in this Agreement shall be construed to prohibit any party from doing so, provided it does so without disclosing or using Confidential Information in violation of this Agreement.

2.2. Non-Disclosure. The parties recognize and acknowledge the competitive value of the Confidential Information and damages that could result from its use for any purpose other than that which is expressly permitted by this Agreement or from its disclosure to third parties. Accordingly HFMS and Company agree that, except as permitted pursuant to Section 2.3 below, i) neither party, nor their Representatives, will disclose any Confidential Information to any third party in any manner, whatsoever, in total or in part and ii) the parties and their Representatives shall hold the terms and conditions of all negotiations and discussions about the Transaction in confidence.

2.3. Legal Process. In the event that a party or any of its Representatives are requested or required by law, regulation or legal process to disclose Confidential Information, that party will promptly notify the disclosing party in writing so that they may seek protective order or other appropriate remedy and/or waive compliance with this Agreement, provided that the disclosing party's legal counsel determines that such notice is permissible. If such a remedy is not obtained or the disclosing party waives compliance, the recipient shall disclose only that portion of the Confidential Information that, in the opinion of its legal counsel, is legally required to disclose and shall use best efforts to ensure that the Confidential Information so disclosed is given confidential treatment.

2.4. Return. Upon request of a party at any time, regardless of whether or not the Transaction is completed or abandoned, the other party will, and will cause its Representatives to promptly return all Confidential Information (including all copies) in their possession, and deliver a certificate executed by a duly authorized officer indicating that requirements of this paragraph have been completely satisfied.

3. Protected Health Information (PHI) Not Disclosed. The term "PHI" as used in this Agreement refers to any information which identifies, or could be used to identify, any member of HFMS' client managed care plans which Company receives from HFMS or creates on behalf of HFMS in connection with the parties' evaluation of the Transaction. The parties understand that HFMS shall not transmit or share PHI with Company. Claims or other information transmitted to or shared with Company shall in all cases be de-identified such that individual members cannot be identified. In the event that HFMS determines that Company is required to receive PHI in order to evaluate the Transaction, Company agrees, prior to PHI being disclosed, to execute a Business Associate Agreement pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In the event that Company refuses to execute a Business Associate Agreement or is unable to comply with its terms, as determined by HFMS in its sole discretion, HFMS shall not provide PHI to Company.

4. Remedy for Breach. The parties acknowledge and agree that disclosure of any Confidential Information will result in irreparable harm to the other. The parties further agree that in the event of a breach or threatened breach of the provisions of this Agreement by a party or its Representatives, the other party shall be entitled to injunctive or similar relief to specifically enforce such provisions. This equitable relief shall be in addition to any other remedy that the party seeking the injunction or similar relief may have at law.

5. Effect of Discussions and Definitive Agreement. Except for obligations expressed in this Agreement, both parties agree that unless and until (i) a letter of intent with provisions for liability

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

and/or liquidated damages, or (ii) a written definitive agreement concerning the Transaction has been executed, neither party nor any of their Representatives shall have any liability to the other by virtue of this Agreement with respect to the Transaction.

6. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to principles of conflict of law. Any action arising out of this Agreement shall be brought in the Federal and/or State courts in New York County, New York.

7. Notices.

7.1. All notices permitted or required under this Agreement to HFMS shall be sent electronically to legalnotices@healthfirst.org and deemed given two (2) business days after receipt.

7.2. All notices to Company under this Agreement shall be sent overnight delivery service the address below and shall be deemed given one (1) day after being sent:

8. Term. The term of this Agreement shall begin as of the Effective Date set forth above and continue for twelve months thereafter unless the term is extended in writing by the parties.

9. Survival. The parties shall continue to protect any Confidential Information received from the other party for a period of six (6) months following the expiration of this Agreement.

10. Entire Agreement. This Agreement between the parties represents the entire agreement regarding the disclosure and protection of Confidential Information and may not be amended, modified or supplemented orally or by any course of dealing between the parties, but only by written agreement of the parties.

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

HF Management Services, LLC	
Signed	Signed
Name:	Name:
Title:	Title:
Date:	Date:

Resolution 6-K



Contract with Carol Waldman Amendment # 1

AMENDMENT # 1 IS HEREBY MADE between the Agency and Independent Consultant 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
CONSULTANT

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

Name: Carol Waldman

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

Address: 270 Carpenter Avenue

City/State/Zip: Sea Cliff, NY 11579

Business Telephone: 516.216.0836

Email: carolwaldman4@gmail.com

3. AMENDMENT #1

AGENCY desires that IC perform and IC agrees to perform the following work amended as per original Agreement #17 Amendment Provision:

Nassau County Personal Services; Additional Grant Oversight, Liaison to Nassau County at a rate of \$9,000 included in the 2020 Nassau County Budget Modification # 1 for the Age Friendly Initiative Grant.

For Senior Center Use
Log #: _____
Date: _____

***AGENCY:**

City of Glen Cove, Glen Cove Senior Center
Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONSULTANT**

Carol Waldman
Firm/Individual Name

Signature

Independent Consultant
Title

Date

Resolution 6-L



CONSULTANT 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 Adult Day Program

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 759-9610

Program Name: Social Work Services

Prog. Contract #: 2020-SCADPSWS

2. IDENTITY OF INDEPENDENT CONTRACT

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

Name: Sherri Meagher

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

Address: 47 Fenwick Street

City/State/Zip: Greenlawn, New York 11740

Business Telephone: (516)759-9610

License # & Exp. Date (if any): 083265-1 Exp 4/30/22

****W-9 form must be submitted with this contract for
payment to be furnished**

3. WORK TO BE
PERFORMED

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

Social Worker Services; Mental Health Support, Caregiver Support,
Home Assessment, and Referral Services for the Adult Day Program
of the Glen Cove Senior Center.

4. TERMS OF
PAYMENT

AGENCY shall pay IC according to the following terms
and conditions: IC shall be paid
(23) payments of \$931.66 and (1) payment of 931.82

Dates: Twice per month, for 12 months, January 1st, 2021 – December 31st, 2021

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 January 1, 2021
and shall terminate on December 31, 2021

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:**

For Senior Center Use
Log #: _____
Date: _____

City of Glen Cove, Glen Cove Adult Day Program
Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONTRACTOR (CONSULTANT)**

Sherri Meagher
Firm/Individual Name

Signature

Consultant
Title

Date

Resolution 6-M



CONSULTANT 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)759-9610

Program Name: Social Work Services

Prog. Contract #: 2021-SCSWS

2. IDENTITY OF INDEPENDENT CONTRACT

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

Name: Sherri Meagher

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

Address: 47 Fenwick Street

City/State/Zip: Greenlawn, New York 11740

Business Telephone: (516)759-9610

License # & Exp. Date (if any): 083265-1 Exp 4/30/22

****W-9 form must be submitted with this contract for
payment to be furnished**

3. WORK TO BE PERFORMED
- AGENCY desires that IC perform and IC agrees to perform the following work:
- Social Worker Services; Mental Health Support, Caregiver Support,
Home Assessment, and Referral Services for the Glen Cove
Senior Center.
4. TERMS OF PAYMENT
- AGENCY shall pay IC according to the following terms and conditions: IC shall be paid
(24) Payments of \$1,897.80 and (1) Payment of \$1,408.80
Dates: Twice per month, for 12 months, (3 Payments in March)
January 1st, 2021 – December 31st, 2021
5. REIMBURSEMENT 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 & COMPENSATION
- 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 January 1, 2021
and shall terminate on December 31, 2021

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.

For Senior Center Use
Log #: _____
Date: _____

***AGENCY:**

City of Glen Cove, Glen Cove Senior Center
Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONTRACTOR (CONSULTANT)**

Sherri Meagher
Firm/Individual Name

Signature

Consultant
Title

Date

Resolution 6-N



LAURA CURRAN
COUNTY EXECUTIVE



CAROLYN McCUMMINGS, MPH, PhD
COMMISSIONER

JORGE A. MARTINEZ
DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
Office for the Aging
60 Charles Lindbergh Boulevard, Suite #260
Uniondale, New York 11553-3691
516-227-8900/FAX 516-227-8972
seniors@hhsnassaucountyny.us

12/8/20
Timothy Tenke, Mayor
City of Glen Cove, Glen Cove Senior Center
130 Glen Street
Glen Cove NY, 11542

Dear Honorable Tenke,

This is your 2nd year award on your three-year contract for your Title IIIB, Title IIIC-1 and Title IIIE of the Older Americans Act programs. The sum of **\$382,522** is funded for the 2nd year, for the period of January 1, 2021 through December 31, 2021. Individual budgets must be developed for each program based on the following amounts.

Program	Award Amount	Income	Number of Meals
Title IIIB	\$129,722	\$9,000	N/A
Title IIIC-1	\$162,800	\$45,000	23,500
Title IIIE	\$90,000	\$60,000	N/A
TOTAL	\$382,522		

This award is being made with the understanding that if there are reductions in federal, state or county funding, the contract amount is subject to change.

Thank you for your continued efforts to serve the senior citizens of Nassau County.

Sincerely,
Rita Anderson
Nassau County Depart. of Human Services
60 Charles Lindbergh Blvd. NE2
Fiscal Unit, Suite 200
Uniondale, NY 11553-3687
Desk: 516-227-7141
Email Rita.Anderson@hhsnassaucountyny.us



**Nassau County Human Services
Universal Budget Form**



HS Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: The City of Glen Cove

Program Name: Title IIIB, IIIC-1, IIIE

Contract Period Start: 1/1/2021

End: 12/31/2021

The Section Below Will Be Completed By the Human Service Department You Are Contracting With:

Contract # CQHS2000008

Enter Whole # Only

State Reimbursement %

Federal Reimbursement %

HS Only:



Nassau County Human Services Universal Budget Form

Contract # CQHS2000008
Contractor Name: The City of Glen Cove
Program Name: Title IIIB, IIIC-1, IIIE

Contract Period
1/1/21
12/31/21

Original Date
Revision Date

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$335,058
1b	Fringe	\$0
1 Total	Personnel (Salary plus Fringe)	\$335,058
2	Consultant(s)	\$22,360
3	Travel / Per Diem / Transportation	\$0
4	Equipment	\$220
5	Supplies	\$1,312
6	Contractual Services	\$0
7	Rent/Utilities	\$0
8	Food Costs	\$134,075
	# of NSIP meals =	\$0
9	Other Costs	\$3,497
10	Administrative Overhead	\$0
	Gross Expenditures (Lines 1 – 10)	\$496,522
11	Revenue, Income, Participant Contribution, Cost Share, Matches	\$114,000
	Participant Contributions =	\$114,000
	Cost Share =	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$382,522

Budget Modifications

Administrative Approval of Universal Budget Form:

Date: _____

Department Head Approval _____

Fiscal Approval _____

Program Head Approval _____

Original: _____

Amend: _____

Date _____

Program _____

Fiscal _____



**Nassau County Human Services
Universal Budget Form**

Contract # CQHS2000008
Contractor Name: The City of Glen Cove
Program Name: Title IIIB

Contract Period
1/1/21
12/31/21

Original Date
Revision Date

Budget Summary

Line #	Expense type	Total \$
1A a	Salary	\$135,711
1A b	Fringe	\$0
1A Total	Personnel (Salary plus Fringe)	\$135,711
2A	Consultant(s)	\$0
3A	Travel / Per Diem / Transportation	\$0
4A	Equipment	\$0
5A	Supplies	\$0
6A	Contractual Services	\$0
7A	Rent/Utilities	\$0
8A	Food Costs	\$0
	# of NSIP meals =	-
9A	Other Costs	\$3,011
10A	Administrative Overhead	\$0
	Gross Expenditures (Lines 1 – 10)	\$138,722
11A	Revenue, Income, Participant Contribution, Cost Share, Matches	\$9,000
	Participant Contributions =	9000
	Cost Share =	0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$129,722

Budget Modifications

Administrative Approval of Universal Budget Form:

Date: _____

Department Head Approval _____

Fiscal Approval _____

Program Head Approval _____

Original:

Amend:

Date

Program

Fiscal

Contract # CQHS2000008
 Contractor Name The City of Glen Cove
 Program Name Title IIIB

Contract Period
1/1/2021
12/31/2021

Line 1A - Personnel

Cost of salaries and/or wages of personnel assigned to the project

----- Contract Amount Only -----

Staff Title/Name	Salary Pd Per Pay Period	Explanation/Description of Function/Expense	% Wk'd on Program	Salary \$	Fringe \$	Total \$
Sample	\$ 2,000.00	1/1-12/31/2010, 1820 hrs p/y \$52,000 yrly Salary	25.00%	\$13,000	\$3,250	\$16,250
Brown, Tilman - F/T Bus Driver	\$ 2,479.35	1/1 - 12/31/21; 2,080 hrs. p/y Annual salary: \$64,463	100.00%	\$64,463		\$64,463
						\$0
Tecce, Jacqueline - F/T Site Manager	\$ 2,751.88	1/1 - 12/31/21; 1,820 hrs. p/y Annual salary: \$71,549	50.00%	\$35,775		\$35,775
						\$0
Jensen, Heidi - F/T Asst. Site Manager	\$ 2,106.81	1/1 - 12/31/21; 1,820 hrs. p/y Annual salary: \$54,777	50.00%	\$27,389		\$27,389
						\$0
P/T Relief Bus Drivers		1/1 - 12/31/21; 420 hrs. p/y \$19.25 per hour Annual: \$8,085	100.00%	\$8,085		\$8,085
						\$0
						\$0
						\$0
1A Sheet 1 Total		(This Total includes Line 1A Sheet 1 Only)	n/a	\$135,711	\$0	\$135,711
Line 1A Total		(This Total includes Line 1A Sheet 1 thru Sheet 6)	n/a	\$135,711	\$0	\$135,711

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; % of time spent on program; period of time spent on program; annual salary; and/or hourly wage rate. **(Department of Human Services Office for the Aging (OFA) Contracts - Please include the \$ amount that salaried personnel receive per pay period. Also, if you anticipate raises during the year, please use 2 lines per person.)**
3. All Direct Personnel Costs or Allocations are to be included in this section, **not in Other.**
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department. **(OFA Contracts: Please report fringe on a per person basis.)**
6. If additional lines are needed, please go to "Home", click "Format Cells", click "Hide & Unhide" under Visibility, click "Unhide. Sheet" and then click whatever sheets you need.

Contract #	CQHS2000008	Contract Period
Contractor Name	The City of Glen Cove	1/1/2021
Program Name	Title IIIB	12/31/2021

Line 2A - Consultants

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2A Personnel Costs and Line 9A Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense (Please include cost of each session)	# of Sessions	Total \$
Line 2A Total		n/a		\$0

Note(s):

- For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to be worked. Include all consultant travel costs here.
- Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).

Line 3A - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	Explanation - Description of Expense		Total
Line 3A Total	n/a		\$0

Note(s):

- Costs of transportation, mileage allowance, lodging, food, and related items incurred by contractor staff on project-related travel, and client transportation. Registration and conference costs to on the Miscellaneous Line. This expense type does not include consultant travel costs.
- Aggregate separately for staff and client expenses.

Contract #	CQHS2000008	Contract Period
Contractor Name	The City of Glen Cove	1/1/2021
Program Name	Title IIIB	12/31/2021

Line 4A - Equipment

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment RENTAL	Explanation - Description of Expense	Total \$

Note(s):

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment PURCHASE	Explanation - Description of Expense	Total \$

Note(s):

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
 2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department. **(OFA Contracts - Equipment under \$200 should be listed under Supplies.)**

Line 4A Total	n/a	\$0
---------------	-----	-----

Note(s):

1. Total the cost of equipment purchases and rentals.

Contract #	CQHS2000008	Contract Period
Contractor Name	The City of Glen Cove	1/1/2021
Program Name	Title IIIB	12/31/2021

Line 5A - Supplies

Cost of supplies

Expense type: Supplies	Explanation - Description of Expense	Total \$
Line 5A Total	n/a	\$0

Note(s):

- Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project (list stamps in this section). Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested. **(OFA Contracts - Include office and kitchen supplies.)**
- Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply. **(OFA Contracts - Equipment under \$200 should be listed under Supplies.)**

Line 6A - Contractual Services

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	Explanation - Description of Expense	Total \$
Line 6A Total	n/a	\$0

Note(s):

- Costs of indirect services acquired by the contractor under a separate contract or subcontract.
- Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expense type.
- Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Contract # CQHS2000008
 Contractor Name The City of Glen Cove
 Program Name Title IIIB

Contract Period
 1/1/2021
 12/31/2021

Line 7A - Rent/Utilities

Costs related to rent and utilities associated with direct client services.

Expense type: Rent/Utilities	Explanation - Description of Expense		Total \$
Line 7A Total	n/a		\$0

Note(s):

- Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description. (DSCA Contracts - Signed copy of lease must be returned with contract.)

Line 8A - Food Costs

Expense type: Food Costs	Explanation		Total \$
	Number of NSIPMeals =		
Line 8A Total	n/a		\$0

Note(s):

- Please provide: For Catered Meals - Name of vendor, # of meals, cost per meal. A copy of catering contract must be submitted to OFA. For Meals Prepared on Site - # of meals and raw food cost per meal.

Contract Period
1/1/2021

12/31/2021

Please itemize all expenses

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total \$
Vehicle Maintenance & Repair	Repairs, annual safety inspections, tires, filters, brakes, calipers, radio, hub caps, etc. to repair and maintain all 3 Senior Center Buses	\$3,011
Line 9A Total	n/a	\$3,011

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences, insurance, equipment maintenance, vehicle maintenance, advertising and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Contract # CQHS2000008
 Contractor Name The City of Glen Cove
 Program Name Title IIIB

Contract Period
1/1/2021
12/31/2021

Line 10A - Administrative Overhead

Administrative Overhead costs

THIS SECTION DOES NOT APPLY TO OFA CONTRACTS

----- Contract Amount Only -----

Expense type: Administrative Overhead	Explanation - Description of Expense			Total \$
Line 10A Total	n/a	\$0	\$0	\$0

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Line 11A - Revenue

Please itemize all participant contributions, cost share, revenue, income, and matches, if any, expected to be generated from this project.

Revenue type: Income/Matches	Explanation - Description of Revenue	Total \$
Contributions	Voluntary Participant Contributions =	\$9,000
Cost Share	Required Participant Cost Share (if applicable) =	
Line 11A Total	n/a	\$9,000



**Nassau County Human Services
Universal Budget Form**

Contract # CQHS2000008
Contractor Name: The City of Glen Cove
Program Name: Title IIIC

Contract Period
1/1/21
12/31/21

Original Date
Revision Date

Budget Summary

Line #	Expense type	Total \$
1B a	Salary	\$72,413
1B b	Fringe	\$0
1B Total	Personnel (Salary plus Fringe)	\$72,413
2B	Consultant(s)	\$0
3B	Travel / Per Diem / Transportation	\$0
4B	Equipment	\$0
5B	Supplies	\$1,312
6B	Contractual Services	\$0
7B	Rent/Utilities	\$0
8B	Food Costs	\$134,075
	# of NSIP meals	-
9B	Other Costs	\$0
10B	Administrative Overhead	\$0
	Gross Expenditures (Lines 1 – 10)	\$207,800
11B	Revenue, Income, Participant Contribution, Cost Share, Matches	\$45,000
	Participant Contributions =	45000
	Cost Share =	0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$162,800

Administrative Approval of Universal Budget Form:

Date: _____

Department Head Approval _____

Fiscal Approval _____

Program Head Approval _____

Original:

Amend:

Budget Modifications

Date _____

Program _____

Fiscal _____

Contract # CQHS2000008
 Contractor Name The City of Glen Cove
 Program Name Title IIIC

Contract Period
1/1/2021
12/31/2021

Line 1 - Personnel

Cost of salaries and/or wages of personnel assigned to the project

----- Contract Amount Only -----

Staff Title/Name	Salary Pd Per Pay Period	Explanation/Description of Function/Expense	% Wk'd on Program	Salary \$	Fringe \$	Total \$
Sample	\$ 2,000.00	1/1-12/31/2010, 1820 hrs p/y \$52,000 yrlly Salary	25.00%	\$1,000	\$10	\$1,010
Benitez, Martha - F/T Kitchen Supervisor	\$ 2,013.08	1/1 - 12/31/21; 1,820 hrs. p/y Annual salary: \$52,340	70.00%	\$36,638		\$36,638
						\$0
Tecce, Jacqueline - F/T Site Manager	\$ 2,751.88	1/1-12/31/21; 1,820 hrs. p/y Annual salary: \$71,549	50.00%	\$35,775		\$35,775
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Sheet 1 Total		(This Total includes Line 1B Sheet 1 Only)	n/a	\$72,413	\$0	\$72,413
Line 1B Total		(This Total includes Line 1B Sheet 1 thru Sheet 6)	n/a	\$72,413	\$0	\$72,413

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; % of time spent on program; period of time spent on program; annual salary; and/or hourly wage rate. **(Department of Human Services Office for the Aging (OFA) Contracts - Please include the \$ amount that salaried personnel receive per pay period. Also, if you anticipate raises during the year, please use 2 lines per person.)**
3. All Direct Personnel Costs or Allocations are to be included in this section, **not in Other.**
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department. **(OFA Contracts: Please report fringe on a per person basis.)**
6. If additional lines are needed, please go to "Home", click "Format Cells", click "Hide & Unhide" under Visibility, click "Unhide. Sheet" and then click whatever sheets you need.

Contract # CQHS2000008
 Contractor Name The City of Glen Cove
 Program Name Title IIIC

Contract Period
1/1/2021
12/31/2021

Line 1B - Personnel

Cost of salaries and/or wages of personnel assigned to the project

----- Contract Amount Only -----

Staff Title/Name	Salary Pd Per Pay Period	Explanation/Description of Function/Expense	% Wk'd on Program	Salary \$	Fringe \$	Total \$
Sample	\$ 2,000.00	1/1-12/31/2010, 1820 hrs p/yr \$52,000 yrlly Salary	25.00%	\$1,000	\$10	\$1,010
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Sheet 2 Total		(This Total includes Line 1B Sheet 2 Only)	n/a	\$0	\$0	\$0

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; % of time spent on program; period of time spent on program; annual salary; and/or hourly wage rate. **(Department of Human Services Office for the Aging (OFA) Contracts - Please include the \$ amount that salaried personnel receive per pay period. Also, if you anticipate raises during the year, please use 2 lines per person.)**
3. All Direct Personnel Costs or Allocations are to be included in this section, **not in Other.**
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department. **(OFA Contracts: Please report fringe on a per person basis.)**
6. If additional lines are needed, please go to "Home", click "Format Cells", click "Hide & Unhide" under Visibility, click "Unhide Sheet" and then click whatever sheets you need.

Contract # CQHS2000008
 Contractor Name The City of Glen Cove
 Program Name Title IIIC

Contract Period
1/1/2021
12/31/2021

Line 2B - Consultants

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2B Personnel Costs and Line 9B Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense (Please include cost of each session)	# of Sessions	Total \$
Line 2B Total		n/a		\$0

Note(s):

- For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to be worked. Include all consultant travel costs here.
- Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).

Line 3B - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	Explanation - Description of Expense		Total
Line 3B Total	n/a		\$0

Note(s):

- Costs of transportation, mileage allowance, lodging, food, and related items incurred by contractor staff on project-related travel, and client transportation. Registration and conference costs to on the Miscellaneous Line. This expense type does not include consultant travel costs.
- Aggregate separately for staff and client expenses.

Contract #	CQHS2000008	Contract Period
Contractor Name	The City of Glen Cove	1/1/2021
Program Name	Title IIIC	12/31/2021

Line 4B - Equipment

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment RENTAL	Explanation - Description of Expense	Total \$

Note(s):

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment PURCHASE	Explanation - Description of Expense	Total \$

Note(s):

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
 2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department. **(OFA Contracts - Equipment under \$200 should be listed under Supplies.)**

Line B Total	n/a	\$0
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Note(s):

1. Total the cost of equipment purchases and rentals.

Contract #	CQHS2000008	Contract Period
Contractor Name	The City of Glen Cove	1/1/2021
Program Name	Title IIIC	12/31/2021

Line 5B - Supplies

Cost of supplies

Expense type: Supplies	Explanation - Description of Expense	Total \$
Kitchen and Janitorial Supplies	Kitchen and Janitorial Supplies for III-C-1 Program	\$1,312
Line 5B Total	n/a	\$1,312

Note(s):

- Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project (list stamps in this section). Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested. (OFA Contracts - Include office and kitchen supplies.)
- Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply. (OFA Contracts - Equipment under \$200 should be listed under Supplies.)

Line 6B - Contractual Services

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	Explanation - Description of Expense	Total \$
Line 6B Total	n/a	\$0

Note(s):

- Costs of indirect services acquired by the contractor under a separate contract or subcontract.
- Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expense type.
- Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Contract # CQHS2000008
 Contractor Name The City of Glen Cove
 Program Name Title IIIC

Contract Period
1/1/2021
12/31/2021

Line 7B - Rent/Utilities

Costs related to rent and utilities associated with direct client services.

Expense type: Rent/Utilities	Explanation - Description of Expense		Total \$
Line 7B Total	n/a		\$0

Note(s):

- Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description. (OFA Contracts - Signed copy of lease must be returned with contract.)

Line 8B - Food Costs

Expense type: Food Costs	Explanation		Total \$
Caterer's Contract	RHA Restaurant Corp. - 2021 Annual cost for 23,500 catered meals at a rate of \$5.50/ In-House Meal and \$6.35/ To-Go Meal (Estimated 19,000 In-House Meals, 4,500 To-go Meals)		\$133,075
Emergency Food	Emergency Food		\$1,000
	Number of NSIPMeals =		
Line 8B Total	n/a		\$134,075

Note(s):

- Please provide: For Catered Meals - Name of vendor, # of meals, cost per meal. A copy of catering contract must be submitted to OFA. For Meals Prepared on Site - # of meals and raw food cost per meal.

Line 9B - Misc./Other Costs
Please itemize all expenses

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences, insurance, equipment maintenance, vehicle maintenance, advertising and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Contract # CQHS2000008
 Contractor Name The City of Glen Cove
 Program Name Title IIIC

Contract Period
1/1/2021
12/31/2021

Line10B - Administrative Overhead

Administrative Overhead costs

THIS SECTION DOES NOT APPLY TO OFA CONTRACTS

----- Contract Amount Only -----

Expense type: Administrative Overhead	Explanation - Description of Expense			Total \$
Line 10B Total	n/a	\$0	\$0	\$0

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Line 11B - Revenue

Please itemize all participant contributions, cost share, revenue, income, and matches, if any, expected to be generated from this project.

Revenue type: Income/Matches	Explanation - Description of Revenue	Total \$
Contributions	Voluntary Participant Contributions =	\$45,000
Cost Share	Required Participant Cost Share (if applicable) =	
Line 11B Total	n/a	\$45,000



Nassau County Human Services Universal Budget Form

Contract # CQHS2000008
Contractor Name: The City of Glen Cove
Program Name: Title III E

Contract Period
1/1/21
12/31/21

Budget Summary		Original Date	Revision Date
Line #	Expense type		Total \$
1C a	Salary		\$126,934
1C b	Fringe		\$0
1C Total	Personnel (Salary plus Fringe)		\$126,934
2C	Consultant(s)		\$22,360
3C	Travel / Per Diem / Transportation		\$0
4C	Equipment		\$220
5C	Supplies		\$0
6C	Contractual Services		\$0
7C	Rent/Utilities		\$0
8C	Food Costs		\$0
	# of NSIP meals =		
9C	Other Costs		\$486
10C	Administrative Overhead		\$0
	Gross Expenditures (Lines 1 – 10)		\$150,000
11C	Revenue, Income, Participant Contribution, Cost Share, Matches		\$60,000
	Participant Contributions =	60000	
	Cost Share =	0	
	Net Budget Total (Lines 1 – 10 minus line 11)		\$90,000

Budget Modifications

Administrative Approval of Universal Budget Form:

Date: _____

Department Head Approval _____

Fiscal Approval _____

Program Head Approval _____

Original:

Amend: _____

Date _____

Program _____

Fiscal _____

Contract # CQHS2000008
 Contractor Name The City of Glen Cove
 Program Name Title III E

Contract Period
1/1/2021
12/31/2021

Line 1C - Personnel

Cost of salaries and/or wages of personnel assigned to the project

----- Contract Amount Only -----

Staff Title/Name	Salary Pd Per Pay Period	Explanation/Description of Function/Expense	% Wk'd on Program	Salary \$	Fringe \$	Total \$
Sample	\$ 2,000.00	1/1-12/31/2010, 1820 hrs p/y \$52,000 yrly Salary	25.00%	\$1,000	\$10	\$1,010
Craig, Lisa - F/T Program Director	\$ 2,585.42	1/1 - 12/31/2021, 1820 hrs p/y Annual Salary: \$67,221	100.00%	\$67,221		\$67,221
						\$0
Bartlett, Melanie - F/T Activities Coordinator	\$ 2,249.69	1/1 - 12/31/2021, 1820 hrs p/y Annual Salary: \$58,492	70.00%	\$40,944		\$40,944
						\$0
LaPalmer, Julius - P/T Prog. Aide		1/1 - 12/31/2020; 975 hrs p/y rate \$19.25/hr; Annual \$18,768.75	100.00%	\$18,769		\$18,769
						\$0
						\$0
						\$0
						\$0
						\$0
1C Sheet 1 Total		(This Total includes Line 1C Sheet 1 Only)	n/a	\$126,934	\$0	\$126,934
Line 1CA Total		(This Total includes Line 1C Sheet 1 thru Sheet 6)	n/a	\$126,934	\$0	\$126,934

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; % of time spent on program; period of time spent on program; annual salary; and/or hourly wage rate. **(OFA Contracts - Please include the \$ amount that salaried personnel receive per pay period. Also, if you anticipate raises during the year, please use 2 lines per person.)**
3. All Direct Personnel Costs or Allocations are to be included in this section, **not in Other.**
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department. **(OFA Contracts: Please report fringe on a per person basis.)**
6. If additional lines are needed, please go to "Home", click "Format Cells", click "Hide & Unhide" under Visibility, click "Unhide. Sheet" and then click whatever sheets you need.

Contract #	CQHS2000008	Contract Period
Contractor Name	The City of Glen Cove	1/1/2021
Program Name	Title III E	12/31/2021

Line 2C - Consultants

Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2C Personnel Costs and Line 9C Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense (Please include cost of each session)	# of Sessions	Total \$
Sherri Meagher, LMSW		Social Worker; 2 days per week, 5 hours per day, rate of \$43/hr, 520 annual hours; \$22,360 annually		\$22,360
Line 2C Total		n/a		\$22,360

Note(s):

- For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to be worked. Include all consultant travel costs here.
- Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).

Line 3C - Travel / Per diem / Transportation

Expense type: Travel / Per Diem	Explanation - Description of Expense		Total
Line 3C Total	n/a		\$0

Note(s):

- Costs of transportation, mileage allowance, lodging, food, and related items incurred by contractor staff on project-related travel, and client transportation. Registration and conference costs to on the Miscellaneous Line. This expense type does not include consultant travel costs.
- Aggregate separately for staff and client expenses.

Contract #	CQHS2000008	Contract Period
Contractor Name	The City of Glen Cove	1/1/2021
Program Name	Title III E	12/31/2021

Line 4C - Equipment

Costs of all nonexpendable, tangible personal property.

Expense type: Equipment RENTAL	Explanation - Description of Expense	Total \$

Note(s):

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment PURCHASE	Explanation - Description of Expense	Total \$
Tablets for Participants	Tablets for Participants - for Virtual Programming (2) @ \$110	\$220

Note(s):

1. Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department. **(OFA Contracts - Equipment under \$200 should be listed under Supplies.)**

Line 4C Total	n/a	\$220
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Note(s):

1. Total the cost of equipment purchases and rentals.

Contract #	CQHS2000008	Contract Period
Contractor Name	The City of Glen Cove	1/1/2021
Program Name	Title III E	12/31/2021

Line 5C - Supplies

Cost of supplies

Expense type: Supplies	Explanation - Description of Expense	Total \$
Line 5C Total	n/a	\$0

Note(s):

- Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project (list stamps in this section). Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested. **(OFA Contracts - Include office and kitchen supplies.)**
- Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply. **(OFA Contracts - Equipment under \$200 should be listed under Supplies.)**

Line 6C- Contractual Services

Costs of indirect services acquired by the contractor under a separate contract or subcontract.

Expense type: Contractual Services	Explanation - Description of Expense	Total \$
d	w	
d	w	
d	w	
d	w	
d	w	
Line 6C Total	n/a	\$0

Note(s):

- Costs of indirect services acquired by the contractor under a separate contract or subcontract.
- Costs of all contracts for indirect services and goods except for those that belong under other expense types such as equipment, supplies, etc. Provide computations, a narrative description and a justification for each contract under this expense type.
- Indirect services include contract consultants providing services such as computer support, payroll, accounts, legal, etc.

Contract #	CQHS2000008	Contract Period
Contractor Name	The City of Glen Cove	1/1/2021
Program Name	Title III E	12/31/2021

Line 7C - Rent/Utilities

Costs related to rent and utilities associated with direct client services.

Expense type: Rent/Utilities	Explanation - Description of Expense		Total \$
d	s		
d	s		
d	s		
d	s		
d	s		
d	s		
Line 7C Total	n/a		\$0

Note(s):

- Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description. (OFA Contracts - Signed copy of lease must be returned with contract.)

Line 8C - Food Costs

Expense type: Food Costs	Explanation		Total \$
q	z		
q	z		
q	z		
q	z		
q	z		
	Number of NSIPMeals =		
Line 8C Total	n/a		\$0

Note(s):

- Please provide: For Catered Meals - Name of vendor, # of meals, cost per meal. A copy of catering contract must be submitted to OFA. For Meals Prepared on Site - # of meals and raw food cost per meal.

Line 9C - Misc./Other Costs
Please itemize all expenses

Note(s):

Note(s):

1. Such costs may include but are not limited to: printing and publication, training, conferences, insurance, equipment maintenance, vehicle maintenance, advertising and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

Contract # CQHS2000008
 Contractor Name The City of Glen Cove
 Program Name Title III E

Contract Period
1/1/2021
12/31/2021

Line 10C - Administrative Overhead

Administrative Overhead costs

THIS SECTION DOES NOT APPLY TO OFA CONTRACTS

----- Contract Amount Only -----

Expense type: Administrative Overhead	Explanation - Description of Expense			Total \$
Line 10C Total	n/a	\$0	\$0	\$0

Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

Line 11C - Revenue

Please itemize all participant contributions, cost share, revenue, income, and matches, if any, expected to be generated from this project.

Revenue type: Income/Matches	Explanation - Description of Revenue	Total \$
Contributions	Voluntary Participant Contributions =	\$60,000
Cost Share	Required Participant Cost Share (if applicable) =	
Line 11C Total	n/a	\$60,000

Resolution 6-O



GENERAL RELEASE

KNOW THAT JOHN GIORGIO, the plaintiff in the action entitled *Giorgio v. City of Glen Cove*, Index Number 604592/2019, pending in the Supreme Court of the State of New York, County of Nassau, in consideration of the payment of FORTY NINE THOUSAND DOLLARS (\$49,000.00) from the CITY OF GLEN COVE, does hereby release and discharge the CITY OF GLEN COVE and its agents, successors, and assigns, and all past and present CITY COUNSEL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE, from all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which I, JOHN GIORGIO, ever had, now have, or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date of this RELEASE, including, but not limited to, all claims for attorney's fees, expenses, and costs.

Plaintiff agrees and acknowledges that this settlement agreement must be approved by the CITY OF GLEN COVE CITY COUNSEL.

Plaintiff agrees and acknowledges that this GENERAL RELEASE constitutes a knowing and voluntary waiver of all rights or claims JOHN GIORGIO has or may have against the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNSEL members, administrators, executors,

officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE.

Plaintiff JOHN GIORGIO states: I have read this GENERAL RELEASE in its entirety, I fully understand its terms, and I have been given time to consider its contents. I understand that the only promises made to me to sign this GENERAL RELEASE are those stated herein. I have been given the opportunity to consult legal counsel of my choice before signing this GENERAL RELEASE. I sign this GENERAL RELEASE knowingly and voluntarily.

This Release may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this Release this 14th day of

December 14, 2020

John Giorgio
JOHN GIORGIO

STATE OF NEW YORK)

ss:

COUNTY OF Nassau)

On December 14, 2020, before me personally came JOHN GIORGIO, to me known, and known to me to be the individual described in, and who executed, the foregoing RELEASE, and duly acknowledged to me that she executed the same.

Lauren A. Henderson
Lauren A. Henderson

Resolution 6-Q





NEW YORK MUNICIPAL INSURANCE RECIPROCAL
Insuring Our Own Future.

INSURANCE PROPOSAL

11/12/2020

PREPARED FOR:

CITY OF GLEN COVE

NOTE: DESCRIPTIONS OF COVERAGE IN THIS DOCUMENT HAVE BEEN SIMPLIFIED AND ARE SUBJECT TO THE COVERAGE OFFERED AND THE COMPLETE INSURANCE POLICY TERMS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THIS PROPOSAL AND THE ACTUAL POLICY OF INSURANCE ISSUED INCLUDING SUBSEQUENT POLICY ENDORSEMENTS, THE COMPLETE INSURANCE POLICY SHALL BE THE GOVERNING DOCUMENT.

THIS QUOTE WILL EXPIRE 45 DAYS FROM THE DATE OF ISSUANCE OR ON THE PROPOSED EFFECTIVE DATE, WHICHEVER IS EARLIER.

Other Quotation Notes and Disclaimer

This quotation may vary from the coverage requested. You must review this proposal and all the related documents included with it carefully.

At the time of this proposal, NYMIR was rated by A.M. Best as "A-", Financial Class size VII. An "A-" rating is assigned to insurance companies that have, in the opinion of A.M. Best, an excellent ability to meet their ongoing insurance obligations.

Employee Benefits Liability, Cyber Breach and Liability Coverage provided under the General Liability section of the Municipal Package Policy and the Public Officials Liability policy are written on a claims-made basis. There is no coverage for claims arising out of incidents, occurrences or alleged wrongful act(s) which took place prior to the retroactive date stated in each policy. Each policy covers only claims actually made against the Insured and reported to the Company while the policy remains in effect. All coverage under each ceases upon the termination of the policy, except for the automatic basic extended reporting period coverage, unless the Insured purchases supplemental extended reporting period coverage. The length of the automatic basic extended reporting period is ninety (90) days.

Descriptions of coverage in this and other proposal documents have been simplified and are subject to the coverage offered and the complete policy terms and conditions. In the event of a discrepancy between this proposal and the actual policies of insurance issued including subsequent policy endorsements, the complete policy(ies) shall be the governing document. Policy forms are available upon request.

This quotation is valid for 45 days but not past the inception date of the proposed policy term.

A written request for binding any coverage quoted here must be sent to, and acknowledged and accepted by NYMIR, prior to the policy inception date.

The complete policy terms, conditions and exclusionary provisions, as well as the facts of any allegation that could lay raise to a claim under any policy would need to be evaluated in their entirety as respects any coverage determination in an actual claim situation. None of this material amends, or otherwise affects, any provisions or coverage of any insurance policy issued by the New York Municipal Insurance Reciprocal. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

NYMIR Coverage Summary

Policies and Coverage	Limit Per Occurrence	Aggregate Limit	Deductible
Municipal Property			
Building & Contents (TIV) **	\$105,545,300		\$10,000
Coinsurance Percentage	100%		
Loss of Income - Actual Loss You Sustain	ALS		
Extra Expense	\$250,000		
Ordinance or Law	\$1,000,000		
Valuable Papers	\$250,000		
Accounts Receivable	\$250,000		
Earthquake/Flood Coverage*	\$1,000,000	\$1,000,000	\$25,000
Municipal Boiler & Machinery			
Equipment Breakdown	\$35,000,000		\$10,000
Loss of Income/Extra Expense (Incl. in TIV)	\$5,000,000		\$10,000
Expediting Expense	Included		
Hazardous Substance	\$2,500,000		
Ordinance or Law	\$10,000,000		
Spoilage	\$2,500,000		\$10,000
Newly Acquired Locations	\$5,000,000		
Error in Description	Included		
Service Interruption Waiting Period	24 Hours		
Demolition	\$10,000,000		
Data Restoration	\$2,500,000		
Municipal General Liability			
Bodily Injury/Property Damage			
Products Completed Operations			
Personal Injury & Advertising Injury			
Fire Damage Legal Liability			
Medical Expense - Per Person			
Employee Benefits Liability (Claims Made)			
Limited Pollution Liability			
Municipal Crime Coverage			
Excess Positions:			
Municipal Automobile Policy			
Combined Bodily Injury/ Property Damage Liability	\$1,000,000		\$0
Personal Injury Protection	\$150,000		\$0
OBEL			
Medical Payments	\$5,000		\$0
Supplementary Uninsured Motorists	\$1,000,000		\$0
Non-ownership Liability	\$1,000,000		\$0
Hired Auto Liability	\$1,000,000		\$0
Mutual Aid	\$1,000,000		\$0

NYMIR Coverage Summary

Policies and Coverage	Limit Per Occurrence	Aggregate Limit	Deductible
Comprehensive Coverage			Per Schedule
Collision Coverage			Per Schedule
Full Glass Coverage			Per Schedule
Rental Reimbursement (per day)	Per Schedule		
Towing (Per Disablement)	Per Schedule		Per Schedule
Hired Autos Physical Damage			
Deductible Reimbursement for Officers & Directors	\$1,000		
Municipal Public Officials Policy			
Employment Related Practices			
Land Use Liability			
Back Wages			
Municipal Law Enforcement			
Municipal Inland Marine ***			
Miscellaneous Equipment	\$500,000		\$1,000
Contractor's Equipment	\$505,500		\$1,000
Other	\$1,000,000		\$10,000
Auto Physical Damage (=/>) 250k	\$1,291,410		\$5,000
Municipal Owners & Contractors Protective			
Municipal Excess Catastrophe Liability Policy			
Public Officials			
Law Enforcement			
Health Care General Liability			
Bodily Injury/Property Damage			
Products Completed Operations			
Personal Injury & Advertising Injury			
Fire Damage Legal Liability			
Medical Expense - Per Person			
Health Care Professional - Claims-made			

NYMIR Coverage Summary

Policies and Coverage	Limit Per Occurrence	Aggregate Limit	Deductible
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* Over any available NFIP if applicable

*** NYMIR will perform an appraisal on all buildings we determine are in excess of \$50,000 replacement cost. The appraisal is a free service for NYMIR subscribers. Please note: Appraisal figures can lead to adjustments in your property premium..

NYMIR Coverage Summary

Policies and Coverage	Limit Per Occurrence	Aggregate Limit	Deductible
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Policy Notes

For Inland Marine, we will not make payment for "Agreed Value" unless the insured has provided us with, upon each renewal, a covered property schedule, showing each item of property and its corresponding dollar value. If the insured has not provided an "Agreed value" schedule, and coverage otherwise exists under this policy, the most the insured will receive is the cost of replacing the damaged property with other property of similar age, quality and function.

For SIR (if any), Retention amount is listed in the deductible column.

NYMIR Premium Summary

Policies and Coverage	Effective Date	Expiration Date	Premium
Municipal Property and Liability Policy	12/30/2020	12/30/2021	
Municipal Property			\$132,859.10
Boiler & Machinery			\$14,195.50
Municipal General Liability			\$0.00
Municipal Crime			\$0.00
Municipal Inland Marine	12/30/2020	12/30/2021	\$10,374.10
Municipal Automobile	12/30/2020	12/30/2021	\$1,515.80
Municipal Owners/Contractors Protective Liability			\$0.00
Municipal Public Official			\$0.00
Municipal Law Enforcement Liability			\$0.00
Healthcare General Liability			\$0.00
Healthcare Professional Liability - Occurrence			\$0.00
Healthcare Professional Liability - Claims Made			\$0.00
Municipal Excess Catastrophe Liability			\$0.00
TOTAL NYMIR PREMIUM			\$158,944.50
Policy Fees			
Fire Fee			\$748.81
NYS Boiler Inspection Fee			\$0.00
MV Enforcement Fee			\$0.00
TOTAL SUBSCRIBER FEES			\$748.81

TOTAL SUBSCRIBER PREMIUM	\$158,944.50
TOTAL SUBSCRIBER PREMIUM + FEES	\$159,693.31

THIS IS NOT AN INVOICE

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



Policy Number: MIMCGLEN001

Effective Date: 12/30/2020

Expiration Date: 12/30/2021

NYMIR SCHEDULE OF INLAND MARINE

Category	Item	Coverage Limit	Deductible	Written Premium
Auto Physical Damage (= / >) \$250K				\$3,978
	Fire Truck	\$1,291,410	\$5,000	
Contractor's Equipment		\$505,500	\$1,000	\$1,557
Miscellaneous Equipment		\$500,000	\$1,000	\$1,540
	Less than \$5,000 per Item			
Other		\$1,000,000	\$10,000	\$3,300
Total Written Premium				\$10,374.10

New York Municipal Insurance Reciprocal STATEMENT OF VALUES

Please sign and date the form.

Signature of Municipal Administrator: _____ Date: _____

Location	Building	Address	Building Value	Contents Value
1 - 1	City Hall & Court Bldg	9-13 Glen Street Glen Cove, NY 11542	\$12,864,800	\$425,000
2 - 1	Police Station	1 Bridge Street Glen Cove, NY 11542	\$5,052,400	\$500,000
3 - 1	Fire Department & EMS	Glen Cove Avenue Glen Cove, NY 11542	\$6,554,700	\$125,000
4 - 1	Youth Center	128B Glen Street Glen Cove, NY 11542	\$0	\$10,000
5 - 1	Senior Center	130 Glen Street Glen Cove, NY 11542	\$1,618,300	\$15,000
6 - 1	Parking Garage	Pulaski Street Glen Cove, NY 11542	\$14,557,000	\$0
7 - 1	Parking Garage	Brewster Street Glen Cove, NY 11542	\$13,578,000	\$0
8 - 1	Animal Shelter	40 Shore Road Glen Cove, NY 11542	\$523,200	\$20,000
9 - 2	Rear of 27 - Gym	27 Cedar Swamp Rd. Glen Cove, NY 11542	\$1,616,000	\$0
10 - 1	James Davis Child Center	22 Route 107 South Glen Cove, NY 11542	\$1,557,700	\$0
11 - 1	Police Station & Storage	Morgan Park - Germaine & Landing Road Glen Cove, N	\$419,400	\$5,000
11 - 2	New Restrooms	Morgan Park - Germaine & Landing Road Glen Cove, N	\$207,000	\$8,000
11 - 3	Gazebo	Morgan Park - Germaine & Landing Road Glen Cove, N	\$65,200	\$0
11 - 4	Lower Bathrooms	Morgan Park - Germaine & Landing Road Glen Cove, N	\$294,700	\$5,000
11 - 5	Beach Shelter Pavilion #1	Morgan Park - Germaine & Landing Road Glen Cove, N	\$57,800	\$0
11 - 6	Beach Shelter Pavilion #2	Morgan Park - Germaine & Landing Road Glen Cove, N	\$57,800	\$0
11 - 7	Life Guard Building	Morgan Park - Germaine & Landing Road Glen Cove, N	\$22,000	\$5,000
11 - 8	Concession Building	Morgan Park - Germaine & Landing Road Glen Cove, N	\$62,500	\$5,000
11 - 9	Concert Pavilion	Morgan Park - Germaine & Landing Road Glen Cove, N	\$30,000	\$50,000
11 - 10	Cottage	Morgan Park - Germaine & Landing Road Glen Cove, N	\$283,800	\$0
11 - 11	Yacht Club Building	Morgan Park - Germaine & Landing Road Glen Cove, N	\$186,700	\$0
11 - 12	Restroom Building 2	Morgan Park - Germaine & Landing Road Glen Cove, N	\$207,000	\$0
12 - 1	Refreshment Stand	East Beach Road - Prybil Beach Glen Cove, NY 11542	\$9,500	\$1,000
12 - 2	Life Guard Building & Restroom	East Beach Road - Prybil Beach Glen Cove, NY 11542	\$138,300	\$5,000
13 - 1	Restroom	Crescent Beach Road Glen Cove, NY 11542	\$25,000	\$5,000
14 - 1	Club House Refreshment Bldg.	Morris Avenue & Glen Avenue Glen Cove, NY 11542	\$1,202,000	\$25,000

New York Municipal Insurance Reciprocal STATEMENT OF VALUES

Please sign and date the form.

Signature of Municipal Administrator: _____ Date: _____

Location	Building	Address	Building Value	Contents Value
14 - 2	Bldg. & Storage	Morris Avenue & Glen Avenue Glen Cove, NY 11542	\$30,000	\$25,000
14 - 3	Restroom	Morris Avenue & Glen Avenue Glen Cove, NY 11542	\$37,500	\$5,000
14 - 5	Maintenance Garage	Morris Avenue & Glen Avenue Glen Cove, NY 11542	\$30,000	\$75,000
14 - 6	30 yd Storage Container	Morris Avenue & Glen Avenue Glen Cove, NY 11542	\$10,000	\$10,000
14 - 7	30 yd Storage Container	Morris Avenue & Glen Avenue Glen Cove, NY 11542	\$10,000	\$10,000
15 - 1	Outdoor	Glen St., Near Train Station - Pascucci Park Glen Cove, N	\$60,000	\$0
15 - 2	Restroom	Glen St., Near Train Station - Pascucci Park Glen Cove, N	\$10,000	\$1,000
16 - 1	Outdoor Equip., Playground & Fences	Leech Circle South - Dennis Brian Murray Park Glen Cov	\$50,000	\$0
17 - 1	Pro Shop Office & Restrooms	Lattingtown Road Glen Cove, NY 11542	\$1,317,500	\$5,000
17 - 2	Butler Bldg. & Cart Barn	Lattingtown Road Glen Cove, NY 11542	\$165,200	\$200,000
17 - 3	Driving Range Bldg.	Lattingtown Road Glen Cove, NY 11542	\$177,000	\$1,000
17 - 4	Restaurant	Lattingtown Road Glen Cove, NY 11542	\$540,300	\$0
17 - 5	House Sprinkler Control	Lattingtown Road Glen Cove, NY 11542	\$42,000	\$5,000
17 - 6	Maintenance Bldg.	Lattingtown Road Glen Cove, NY 11542	\$304,800	\$20,000
17 - 8	Restroom	Lattingtown Road Glen Cove, NY 11542	\$12,000	\$500
17 - 10	Steel Bridge b/w 12th Hole	Lattingtown Road Glen Cove, NY 11542	\$250,000	\$0
17 - 11	Bridge 2nd Hole	Lattingtown Road Glen Cove, NY 11542	\$70,000	\$0
17 - 12	Bridge 7th Hole	Lattingtown Road Glen Cove, NY 11542	\$50,000	\$0
17 - 13	Shooting Range Barn	Lattingtown Road Glen Cove, NY 11542	\$196,000	\$0
18 - 1	Garage & Office Dept. of Public Works	End of Morris Ave. Glen Cove, NY 11542	\$2,382,800	\$200,000
18 - 2	Solid Waste Transfer Station	End of Morris Ave. Glen Cove, NY 11542	\$1,600,600	\$0
18 - 3	Underground Fuel Tanks/Building	End of Morris Ave. Glen Cove, NY 11542	\$117,300	\$0
19 - 1	Elevated Water Tanks	Leach Circle Glen Cove, NY 11542	\$953,400	\$0
20 - 1	Elevated Water Tanks	McLoughlin Street Glen Cove, NY 11542	\$2,380,600	\$0
21 - 1	Above Ground Concrete Water Tank	Duck Pond Road Glen Cove, NY 11542	\$2,063,300	\$0
21 - 2	Well #30 - Pump House	Duck Pond Road Glen Cove, NY 11542	\$171,000	\$30,000

New York Municipal Insurance Reciprocal STATEMENT OF VALUES

Please sign and date the form.

Signature of Municipal Administrator: _____ Date: _____

Location	Building	Address	Building Value	Contents Value
21 - 3	Well #31 - Main Booster Plant	Duck Pond Road Glen Cove, NY 11542	\$1,151,000	\$100,000
21 - 4	GAC Building 30 & 31	Duck Pond Road Glen Cove, NY 11542	\$923,000	\$0
21 - 5	Well Pump Station 32	Duck Pond Road Glen Cove, NY 11542	\$299,000	\$0
21 - 6	GAC Building 32	Duck Pond Road Glen Cove, NY 11542	\$576,000	\$0
21 - 7	Air Stripper Tower	Duck Pond Road Glen Cove, NY 11542	\$525,000	\$0
22 - 1	Water Pump Building	Seaman Street Glen Cove, NY 11542	\$199,700	\$30,000
22 - 2	Butler Bldg. - Carbon Filtration	Seaman Street Glen Cove, NY 11542	\$486,000	\$50,000
23 - 1	Water Pump Building	Nancy Court Glen Cove, NY 11542	\$287,100	\$5,000
24 - 1	Storage Garage	Carney Street Glen Cove, NY 11542	\$263,800	\$25,000
24 - 2	Butler Bldg. - Carbon Filtration	Carney Street Glen Cove, NY 11542	\$400,000	\$50,000
25 - 1	Pump Station	Kelly Street Glen Cove, NY 11542	\$291,200	\$0
25 - 2	Air Stripping Tower Building	Kelly Street Glen Cove, NY 11542	\$1,047,000	\$0
26 - 1	Ferry Terminal Building	Gravies Point Road Glen Cove, NY 11542	\$3,811,000	\$0
26 - 2	Bulkhead & Dock	Gravies Point Road Glen Cove, NY 11542	\$18,858,000	\$0
27 - 1	Harbor Police Building	76 Shore Road Glen Cove, NY 11542	\$73,600	\$0
27 - 2	Auxiliary Police Building	76 Shore Road Glen Cove, NY 11542	\$75,300	\$0
Totals			\$103,488,800	\$2,056,500
			TIV @ 100%	\$105,545,300



Powered by **LLOYD'S**

Cyber Insurance Quotation



Frequently Asked Questions

Do you have any questions about your insurance? The frequently asked questions below are here to help you make an informed decision.

What is Cyber Insurance?

“Cyber” insurance is insurance coverage specifically designed to protect a business or organization from a range of threats and incidents relating to a breach event including:

- Liability claims involving the unauthorized release of information for which the organization has a legal obligation to keep private
- Liability claims alleging invasion of privacy and/or copyright/trademark violations in a digital, online or social media environment
- Liability claims alleging failures of computer security that result in deletion/alteration of data, transmission of malicious code, denial of service, etc.
- Defense costs in State or Federal regulatory proceedings that involve violations of privacy law; and
- The provision of expert resources and monetary reimbursement to the Insured for the out-of-pocket (1st Party) expenses associated with the appropriate handling of the types of incidents listed above

The term “Cyber” implies coverage only for incidents that involve electronic hacking or online activities, when in fact this product is much broader, covering private data and communications in many different formats – paper, digital or otherwise.

What does Privacy Liability (including Employee Privacy) cover?

The Privacy Liability aspect of the insuring agreement in our policy goes beyond providing liability protection for the Insured against the unauthorized release of Personally Identifiable Information (PII), Protected Health Information (PHI), and corporate confidential information of third parties and employees, like most popular "Data Breach" policies. Rather, our policy provides true Privacy protection in that the definition of **Privacy Breach** includes violations of a person's right to privacy, etc. Because information lost in every data breach may not fit State or Federal-specific definitions of PII or PHI, our policy broadens coverage to help fill these potentially costly gaps. This is a key provision that truly sets the BCS policy apart from others.

What does Privacy Regulatory Claims Coverage cover?

The Privacy Regulatory Claims Coverage insuring agreement provides coverage for both legal defense and the resulting fines/penalties emanating from a **Regulatory Claim** made against the Insured, alleging a privacy breach or a violation of a Federal, State, local or foreign statute or regulation with respect to privacy regulations.

Does this policy cover regulatory investigations and/or fines related to GDPR privacy violations?

The BCS cyber policy has always provided broad **Regulatory Claim** coverage that would contemplate defense and penalties associated with unintentional violations of domestic and foreign privacy statutes. In accordance with the implementation of the EU's General Data Protection Regulation, BCS added clarifying language to the policy form under the definitions of **Privacy Regulations** and **Private Information** to specifically reference coverage for GDPR by name (subject to policy terms and conditions). It is important to note that fines and penalties may not be insurable by law in certain U.S. States and in certain foreign countries, including some member countries of the European Union.

Does this policy cover regulatory investigations and/or fines related to privacy violations of the California Consumer Privacy Act (CCPA) or the Biometric Information Privacy Act (BIPA) in Illinois?

As the nature and complexity of privacy laws continues to expand across not only the U.S., but the world, the BCS policy is well positioned to address these concerns, where insurable by law. Both the California Consumer Privacy Act and the Biometric Information Privacy Act are examples of the “future-proof” nature of coverage afforded under the policy’s broad definition of **Privacy Regulations**. For instance, some insurers have issued endorsements to their policies to carve back coverage for CCPA in their anti-trust exclusions. The BCS policy has already contemplated this via carvebacks for **Regulatory Claims**, so no change of that nature is necessary. Further, some carriers have endorsed their forms to carve back coverage for CCPA in their Wrongful Collection or Gathering or Distribution of Information exclusion. No such exclusion exists in the BCS form, making an additional endorsement of this nature unnecessary. Lastly, with respect to covering the unlawful collection of, or protection of biometric information, the definition of **Private Information** in the BCS form is significantly broader than many competing forms, thus, information of this nature is inherently contemplated in the coverage.

What does Security Breach Response Coverage cover?

This 1st Party coverage reimburses an Insured for costs incurred in the event of a security breach of personal, non-public information of their customers or employees. Examples include:

- The hiring of a public relations consultant to help avert or mitigate damage to the Insured’s brand
- IT forensics, customer notification and 1st Party legal expenses to determine the Insured’s obligations under applicable Privacy Regulations
- Credit monitoring expenses for affected customers for up to 12 months, and longer if circumstances require.

The BCS policy can also extend coverage even in instances where there is no legal duty to notify if the Insured feels that doing so will mitigate potential brand damage (such voluntary notification requires prior written consent).

What does Security Liability cover?

The Security Liability insuring agreement provides coverage for the Insured for allegations of a **Security Wrongful Act**, including:

- The inability of a third-party, who is authorized to do so, to gain access to the Insured’s computer systems
- The failure to prevent unauthorized access to or use of a computer system, and/or the failure to prevent false communications such as phishing that results in corruption, deletion of or damage to electronic data, theft of data and denial of service attacks against websites or computer systems of a third party
- Protects against liability associated with the Insured’s failure to prevent transmission of malicious code from their **Computer System** to a third party’s **Computer System**

What does Multimedia Liability cover?

The Multimedia Liability insuring agreement provides broad coverage against allegations that include:

- Defamation, libel, slander, emotional distress, invasion of the right to privacy, copyright and other forms of intellectual property infringement (patent excluded) in the course of the Insured’s communication of **Media Content** in electronic (website, social media, etc.) or non-electronic forms

Other Cyber insurance policies often limit this coverage to content posted to the Insured’s website. Our policy extends what types of media are covered as well as the locations where this information resides.

What does Cyber Extortion cover?

The Cyber Extortion insuring agreement provides:

- Expense and payments (including ransom payments if necessary) to a third party to avert potential damage threatened against the Insured such as the introduction of malicious code, system interruption, data corruption or destruction or dissemination of personal or confidential corporate information.
- Ransomware is among the most reported types of cybersecurity incidents. Verizon's 2018 Data Breach Investigations Report (DBIR) indicated that ransomware is the most common type of malware, found in 39 percent of malware-related data breaches – double of the amount reported in last year's DBIR. Investigation and other expenses associated with ransomware events are contemplated under the **Cyber Extortion** insuring agreement. Additionally, Symantec's 2018 Internet Security Threat Report indicated that 2017 brought a 46% increase in new ransomware variants. Having the proper team in place to help you navigate the intricacies of a ransomware attack is critical and the BCS policy provides this through the **Cyber Extortion** coverage.

What does Business Income and Digital Asset Restoration cover?

The Business Income and Digital Asset Restoration insuring agreement provides for lost earnings and expenses incurred because of a **Network Disruption**, or, an authorized third-party's inability to access a **Computer System**. The policy will also cover for lost business as a result of a loss of reputation caused by any failure or disruption to **Computer Systems**. **Restoration Costs** to restore or recreate digital (not hardware) assets to their pre-loss state are provided for as well. What's more, the definition of **Computer System** is broadened to include not only systems under the Insured's direct control, but also systems under the control of a **Service Provider** with whom the Insured contracts to hold or process their digital assets. Many competing Cyber insurance forms require that a **Security Breach** take place in order for Business Interruption coverage to respond. The BCS form is unique in that the definition of **Network Disruption** is extremely broad and includes any unplanned failure, interruption or degradation of the operation of your **Computer System** or the **Computer System** of an IT service provider – whether it was caused by a **Security Breach** or otherwise. The BCS policy further differentiates itself by taking this expansion of coverage a step further. In addition to IT service providers, coverage for **Network Disruption** is provided (on a sub-limited basis) to **Outsourced Providers**, that is, any provider, other than an IT **Service Provider**, that provides services (other than IT services) for you, pursuant to a written contract. This expanded coverage is offered without the need for additional underwriting and is sometimes referred to as "Supply Chain Business Interruption"

What is Systems Integrity Restoration coverage?

A sub-section of the **Business Income and Digital Asset Restoration** insuring agreement, **Systems Integrity Restoration Loss** provides a sub-limit for costs associated with replacement of an Insured's **Computer System** directly impacted by a **Security Compromise**.

What is "PCI-DSS Assessment" coverage?

The Payment Card Industry Data Security Standard (PCI-DSS) was established in 2006 through a collaboration of the major credit card brands as a means of bringing standardized security best practices for the secure processing of credit card transactions. Merchants and service providers must adhere to certain goals and requirements in order to be "PCI Compliant," and certain specific agreements, may subject an Insured to an "assessment" for breach of such agreements. The AJG Cyber Policy responds to **PCI Assessments** as well as claims expenses in the wake of a breach involving cardholder information. Additionally, this coverage provides for expenses associated with a mandatory audit performed by a Qualified Security Assessor (QSA), certified by the PCI Security Standards Council, to show you are PCI DSS compliant, following a **Security Breach**.

What is Cyber Deception coverage?

The **Cyber Deception** extension is purchased for an additional premium if the applicant is eligible. The extension provides coverage for the intentional misleading of the Applicant by means of a dishonest misrepresentation of a material fact contained or conveyed within an electronic or telephonic communication(s) and which is relied upon by the Applicant believing it to be genuine. This is commonly known as spear-phishing or social engineering", and, along with ransomware events, is among the most reported incidents to the BCS Cyber policy. Many Cyber policies offering this coverage require that the insured call back, or, attempt to verify the request's authenticity via a method other than the original means. In other words, if a request to transfer money to a different bank routing number is received via email, other Cyber policies may require that the person receiving the email attempt to verify the request also via telephone before authorizing the transfer of money. While the application process asks a question regarding controls in place for this, the BCS policy differentiates itself further by not requiring this of insureds in the policy wording. Additionally, this coverage provides for the loss of money from the Insured's account, or, the loss of money held on behalf of the Insured's customers or clients (aka funds held in escrow). The BCS policy does not presently offer **Cyber Deception** coverage to financial institutions or title agents.

What is Telephone Hacking coverage?

Telephone Hacking coverage is included in the **Electronic Fraud** sub-section of the BCS policy. It provides a sub-limit of coverage for the intentional, unauthorized and fraudulent use of your **Telecommunications Services** (ie: telephone, fax, broadband or other data transmission services that you purchase from third parties) that results in unauthorized calls or unauthorized use of your bandwidth.

What is Funds Transfer Fraud coverage?

Funds Transfer Fraud coverage is available in the **Electronic Fraud** sub-section of the BCS policy for insureds who are NOT classified as Financial Institutions (Financial Institutions includes Community, State or Credit Unions, as well as National Financial Institutions, Banks, etc.) or Title/Escrow/Settlement/Closing Agents or Agencies. For those organizations who are not in the Financial Institution or Title/Escrow/Settlement/Closing Agents or Agencies classifications, the coverage provides coverage for unauthorized electronic funds transfer, theft of your money or other financial assets from your bank by electronic means, theft of your money or other financial assets from your corporate credit cards by electronic means, or any fraudulent manipulation of electronic documentation while stored on your **Computer System**. This should not be confused with **Cyber Deception** coverage which requires a willful release of funds (not theft) based on a fraudulent instruction the insured believes to be true.

What is Phishing coverage?

Coverage for **Phishing Loss** is available in the **Electronic Fraud** sub-section of the BCS policy. The coverage provides reimbursement to the Insured when they are unable to collect a receivable due to them because of a third party's impersonation of them via email or other electronic means. This is often experienced when the Insured's system is compromised and a fraudster sends out an invoice, purporting to come from the Insured, however, payment routing information is changed to divert funds to the fraudster who is executing the crime. As a result, customers pay over amounts owed to fraudulent accounts, instead of to the Insured's account, and the Insured is unable to collect the monies owed to them.

What is Services Fraud Loss coverage?

Services Fraud Loss is provided in the **Electronic Fraud** sub-section of the BCS policy. “Cryptojacking” is an illegal activity on the rise whereby hackers infiltrate an Insured’s system and utilize the computing power of the network they have taken over in order to mine digital currencies. This vast increase in the infiltrators’ computing resources can lead to excessive bandwidth charges that the Insured could unknowingly incur as a result of the incident. **Services Fraud Loss** will also reimburse the Insured in the event their **Computer System** is taken over by a third party and they incur charges associated with the unauthorized use of Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS), Network-as-a-Service (Naas) or IP telephony.

What is Reward Fund Loss coverage?

Also provided in the **Electronic Fraud** sub-section of the BCS policy, **Reward Fund Loss** provides reimbursement to the Insured (subject to prior underwriter consent) for monies they pay for information that leads to the arrest and conviction of any individuals committing or trying to commit an illegal act associated with a covered **Event** in the policy.

What is Personal Financial Loss coverage?

Personal Financial Loss, provided in the **Electronic Fraud** sub-section of the BCS policy, reimburses senior executive officers of the Insured for theft of money or other financial assets from their personal bank account, or identity theft of a senior executive officer, resulting from a covered **Security Breach** or **Security Compromise**.

What is Court Attendance Costs coverage?

Within the definition of **Claims Expenses**, **Court Attendance Costs** provides the Insured for reasonable sums they incur (with prior written agreement) to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any covered **Claim** to which the Insured is entitled to a defense under the policy.

What is Bodily Injury and Property Damage Liability coverage?

Typically, Cyber insurance policies carry absolute exclusions for **Bodily Injury** and **Property Damage** liability. The BCS policy provides a sub-limit of coverage for liabilities associated with **Bodily Injury** and/or **Property Damage** if resulting from a **Claim** described in the **Privacy Liability** or **Security Liability** insuring agreements.

What is TCPA coverage?

The Telephone Consumer Protection Act (TCPA) is a law passed by the U.S. Congress in 1991 that amends the Communications Act of 1934. TCPA restricts telephone solicitations and the use of automated telephone equipment, automatic dialing systems, artificial or prerecorded voice messages, SMS text messages and other unsolicited means of communications. Most Cyber liability insurance policies carry a strict TCPA exclusion. The BCS policy provides a sub-limit of coverage for TCPA allegations and provides this coverage for both **Damages** and/or **Claims Expenses** – a clear differentiator in the marketplace.

What is HIPAA Corrective Action Plan coverage?

Part of the **Regulatory Liability Claims Coverage** insuring agreement, **HIPAA Corrective Action Plan Costs** are costs the Insured is obligated to pay to meet any of the requirements specified within a HIPAA corrective action plan resulting from a **Regulatory Claim** covered by the policy. Examples of costs incurred in this regard could include conducting a risk analysis, implementing risk management plans to mitigate future risk, revision of policies and procedures related to the HIPAA Security Rule, implementation of training programs and more.

What is Post Breach Response coverage?

Part of the **Breach Response Costs** definition, **Post Breach Response** provides the Insured a sub-limit of coverage (with prior consent, and utilizing pre-approved vendors) for costs incurred for the revision of an incident response plan, the completion of a network security audit, an information security risk assessment, and/or the implementation of a security awareness training program.

What is Independent Consultant coverage?

An extension of the **Business Income Loss** definition, this coverage provides for necessary costs to retain an independent consultant to determine the amount of an Insured's **Business Income Loss**.

What is Outsourced Provider coverage?

The policy provides a sub-limit of coverage for **Business Income Loss** resulting from a **Network Disruption** that occurs on an **Outsourced Provider's Computer System**. Outsourced Providers are businesses the Insured works with that perform services other than IT services, pursuant to a written contract. Also known as system failure coverage for "supply chain" partners, the coverage afforded under these terms is among the broadest in the industry.

What is Computer Hardware coverage?

Found within the definition of **Restoration Costs**, the policy will provide for reasonable and necessary costs to install a more secure and efficient version of the Insured's **Computer System** up to 25% more than the cost would have been to replace the original model, subject to a sub-limit of coverage for hardware replacement.

How is this policy better than other options in the marketplace?

As with any insurance policy, what sets our coverage apart lies in the definitions and exclusions in the policy. The BCS policy offers broader definitions of critical terms such as **Privacy Breach**, **Computer System**, and **Media Content**. Additionally, the BCS policy provides industry-leading coverage in the area of Business Interruption. These definitions, along with the absence of some industry-standard exclusions and a drastically streamlined application process, make this policy more comprehensive and easier to access than the typical Cyber policy available from traditional sources.

Isn't this already covered under most business insurance plans?

The short answer is "No". While liability coverage for data breach and privacy claims has been found in limited instances through General Liability, Commercial Crime and some D&O policies, these forms were not intended to respond to the modern threats posed in today's 24/7 information environment. Where coverage has been afforded in the past, carriers (and the ISO) are taking great measures to include exclusionary language in form updates that make clear their intentions of not covering these threats. Additionally, even if coverage can be found in rare instances through other policies, they lack the expert resources and critical 1st Party coverages that help mitigate the financial, operational and reputational damages a data breach can inflict on an organization.

Are businesses required to carry this coverage?

While there is presently no law that requires a business or organization to carry Cyber Liability Insurance, there is a national trend in business contracts for proof of this coverage. In addition, the SEC and other regulatory bodies are encouraging disclosure of this coverage as a way of demonstrating sound information security risk management. Laws such as HIPAA-HITECH, GDPR and Gramm-Leach-Bliley and state-specific data breach laws are continually driving demand as requirements for notification in the wake of a data breach become more expensive, and expectations around the level of response by an impacted organization are increased.

Do small businesses need this coverage?

A recent Ponemon Institute report uncovered that 50% of small and medium sized US businesses had suffered a data breach, with 55% suffering a cyber-attack, with the most prevalent attack being non-sophisticated phishing attempts. The US National Cyber Security Alliance has advised that 60% of small companies are out of business within 6 months after being hacked. While breaches involving public corporations and government entities garner the vast majority of headlines, it is the small business that can be most at risk. With lower information security budgets, limited personnel and greater system vulnerabilities, small businesses are increasingly at risk for a data breach. In the past, many small business owners in the SME space were reluctant to purchase Cyber liability insurance coverage because they did not see themselves as data rich targets. Today's trends are showing that much of the data breach and ransomware attacks in today's business environment are indiscriminant of industry or size. Random attacks distributed to thousands of unknown recipients with the hopes of snaring just a limited number have caused business owners of all sizes and descriptions to re-think their approach to this huge risk and purchase insurance to mitigate the effects.

If e-commerce functions such as payment processing or data storage are outsourced, is this coverage still needed?

The responsibility to notify customers of a data breach or legal liabilities associated with protecting customer data, remain the responsibility of the Insured. Generally speaking, business relationships exist between Insureds and their customers, not their customers and the back-office vendors the Insured uses to assist them in their operations. Outsourcing business critical functions such as payment processing, data storage, website hosting, etc. can help insulate Insureds from risk, however, the contractual agreement wording between Insureds, their customers and the vendors with whom they do business will govern the extent to which liability is assigned in specific incidents.

What is the cost of not buying the coverage and self-insuring a data breach?

The Ponemon Institute, a well-known research firm, publishes an annual “Cost of a Data Breach” report. In partnership with IBM, the 2017 report indicated that the average cost paid for each lost or stolen record is \$148. These numbers are reflective of both the indirect expenses associated with a breach (time, effort and other organizational resources spent during the data breach resolution, customer churn, etc.), as well as direct expenses (customer notification, credit monitoring, forensics, hiring a law firm, etc.). The 2018 cost reflects a 6.4% increase over the 2017 report.

In 2018, The average total cost of a data breach, globally, rose to \$3.86 million dollars. The likelihood of a recurring breach to a business within two years was a staggering 27.9%. More information can be found in the “2018 Cost of Data Breach” study by Ponemon:

www.ibm.com/security/data-breach .

In addition, the cost of breaches has evolved from just the cost of notification to now include ransom demands, business income loss, theft, and associated liability costs. These additional factors have also contributed to driving up the potential financial impact of a breach incident.

Who is the insurance carrier?

The BCS Cyber and Privacy Liability Policy is underwritten by BCS Insurance Company and powered by and with the backing of certain syndicates at Lloyd’s of London. BCS Insurance Company is a licensed, admitted insurance company in all states and the District of Columbia. The BCS Cyber policy is admitted in every state except VT. BCS Insurance Company provides value through a solid foundation of strong governance, national and international capabilities and product and industry expertise and is rated A- (Excellent) by A.M. Best. BCS Insurance has been in business for over 60 years. It is a wholly owned subsidiary of BCS Financial Corporation which, in turn, is owned by all Blue Cross Blue Shield primary licensees. BCS Insurance Company’s relationship with certain syndicates at Lloyd’s of London brings additional strength, stability and industry-leading expertise to the AJG cyber insurance program. BCS was recognized by A.M. Best as the #6 Standalone Cyber Insurer in 2018, according to direct written premium, in their 2019 Best’s Market Segment Report.

What is the claims-handling process?

A 24-hour data breach hotline is available to report incidents or even suspected incidents. As soon as you suspect a data breach incident or receive notice of a claim, you should call the hotline listed in your policy. This hotline is manned by Baker Hostetler, a world-wide leading privacy law firm with experience in handling thousands of data breach events. After this initial call, Baker Hostetler will then provide on your behalf the required notice to Atheria Law PC, the designated legal firm that has been contracted to triage initial notices on behalf of the insurer. Your Gallagher broker will receive notification of the incident (or any third-party claim) as well. It is critical that you immediately report any and all incidents that you believe could give rise to a claim of any kind under this policy. You can expect Baker Hostetler to manage all breach response related activities associated with data/privacy incidents. It is also likely that interaction with representatives from Atheria Law will occur throughout the claims process for matters concerning coverage applicability, retentions, reimbursements and payment to vendors.

The information and descriptions contained in this FAQ are intended as general information and are not complete descriptions of all terms, exclusions and conditions applicable to the products and services offered by Gallagher or any insurance company represented by us. This is not a guarantee of coverage. The information contained throughout this summary is not an insurance policy or contract of insurance. The insurance coverage afforded by

Gallagher is subject to the terms and conditions of the policies as issued. This discussion is not legal advice. Gallagher does not provide legal advice and highly recommends that insureds seek legal advice of qualified legal counsel in order to become fully apprised of the legal implications related to these issues.

Quotation
This is not a valid Policy



BCS Insurance Company
2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181
(312) 803-7384

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAWS AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

(A stock insurance company, herein the "Company")

Policy No. RPS-Q-50190226M/1

Cyber and Privacy Liability Insurance Policy

94.111 NY (07/19)

NOTICE: COVERAGES A., B., D., E. AND H. UNDER THIS POLICY ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. COVERAGES C., F., G. AND I. UNDER THIS POLICY APPLY TO LOSS FROM EVENTS THAT FIRST OCCUR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD THAT YOU FIRST LEARN OF AND REPORT TO US DURING THE POLICY PERIOD AS REQUIRED HEREIN . AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION (S). IN THE EVENT THE LIMIT OF LIABILITY IS EXHAUSTED, WE SHALL NOT BE LIABLE FOR FURTHER CLAIM EXPENSES OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT, PLEASE READ THIS POLICY CAREFULLY.

NEW YORK POLICY DECLARATIONS

- ITEM 1. NAMED INSURED** City of Glen Cove
- ADDRESS** 9 Glen St , Glen Cove, New York, 11542-2770
- ITEM 2. POLICY PERIOD** FROM: December 7, 2020
TO: December 7, 2021
(12:01 A.M. Standard time at the address shown in Item 1.)
- ITEM 3. POLICY LIMITS OF LIABILITY AND COVERAGES PURCHASED**
- I. Aggregate Limit of Liability for coverages A., B., D., E. and H:
(Aggregate for Each and Every Claim including Claims Expenses under coverages A., B., D., E. and H.)
- II. Aggregate Limit of Liability for coverages C., F., G. AND I:
(Aggregate for Each and Every Claim or Event under coverages C., F., G. and I.)
- III. Sublimit of Liability for Individual Coverage(s) Purchased (applicable to coverages A., B., D., E. and H.)
"Nil" or "N/A" Sublimit of Liability for any coverage indicates that the coverage was not purchased

COVERAGE	PER CLAIM SUBLIMIT OF LIABILITY INCLUDES CLAIM EXPENSES	AGGREGATE SUBLIMIT OF LIABILITY
A. Privacy Liability (including Employee Privacy)	\$1,000,000	\$1,000,000



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B. Privacy Regulatory Claims Coverage	\$1,000,000	\$1,000,000
D. Security Liability	\$1,000,000	\$1,000,000
E. Multimedia Liability	\$1,000,000	\$1,000,000
H. PCI DSS Assessment	\$1,000,000	\$1,000,000

IV. Sublimit of Liability for Individual Coverage(s) Purchased (applicable to coverages C., F., G., and I.)
"Nil" or "N/A" Sublimit of Liability for any coverage indicates that the coverage was not purchased

COVERAGE	PER CLAIM OR EVENT SUBLIMIT OF LIABILITY	AGGREGATE SUBLIMIT OF LIABILITY
C. Security Breach Response Coverage	\$1,000,000	\$1,000,000
F. Cyber Extortion	\$1,000,000	\$1,000,000
G. Business Income and Digital Asset Restoration		
1. Business Income Loss	\$1,000,000	None
2. Restoration Costs	\$1,000,000	None
3. Reputation Business Income Loss	\$1,000,000	None
4. Systems Integrity Restoration Loss *	\$250,000	None
I. Electronic Fraud		
1. Phishing Loss	\$50,000	None
2. Services Fraud Loss	\$100,000	None
3. Reward Fund Loss	\$50,000	None
4. Personal Financial Loss	\$250,000	None
5. Corporate Identify Theft Loss	\$250,000	None
6. Telephone Hacking Loss	\$100,000	None
7. Direct Financial Loss (Funds Transfer Fraud)	\$100,000	None
8. Cyber Deception**	\$250,000	\$250,000

* e.g. bricking

** e.g. social engineering

V. Supplemental Limits

COVERAGE	SUBLIMIT OF LIABILITY
A. Court Attendance Costs	\$100,000
B. Bodily Injury / Property Damage Liability	\$250,000
C. TCPA	\$100,000
D. HIPAA Corrective Action Plan Costs	\$50,000



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E. Post Breach Response	\$25,000
F. Independent Consultant	\$25,000
G. Outsourced Provider	\$250,000
H. Computer System	\$250,000

ITEM 4. RETENTION (including Claims Expenses for Coverages A., B., D., E., H. & I.):

COVERAGE	EACH CLAIM OR EVENT	AGGREGATE
A. Privacy Liability (including Employee Privacy)	\$15,000	\$15,000
B. Privacy Regulatory Claims Coverage	\$15,000	\$15,000
C. Security Breach Response Coverage	\$15,000	\$15,000
D. Security Liability	\$15,000	\$15,000
E. Multimedia Liability	\$15,000	\$15,000
F. Cyber Extortion	\$15,000	\$15,000
G. Business Income and Digital Asset Restoration	\$15,000	\$15,000
H. PCI DSS Assessment	\$15,000	\$15,000
I. Electronic Fraud		
1. Phishing Loss	\$15,000	\$15,000
2. Services Fraud Loss	\$15,000	\$15,000
3. Reward Fund Loss	\$15,000	\$15,000
4. Personal Financial Loss	\$15,000	\$15,000
5. Corporate Identify Theft Loss	\$15,000	\$15,000
6. Telephone Hacking Loss	\$15,000	\$15,000
7. Direct Financial Loss (Funds Transfer Fraud)	\$15,000	\$15,000
8. Cyber Deception	\$10,000	None

ITEM 5. PREMIUM	\$12,962.00
CYBER DECEPTION PREMIUM:	\$1,296.00 (IF ELECTED)
TRIA PREMIUM:	\$143.00 (IF ELECTED IS 1% OF THE TOTAL PREMIUM)
RPS Broker Fee:	\$100.00
TOTAL:	\$14,501.00



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ITEM 6.	TERRITORIAL LIMITS	Worldwide
ITEM 7.	RETROACTIVE DATE	Full Prior Acts
ITEM 8.	NOTICE OF CLAIM	Call Baker Hostetler at the 24 Hour Security Breach Hotline: 1-855-217-5204 Or email RPSCyberClaims@bakerlaw.com Or contact: BakerHostetler 45 Rockefeller Plaza New York, NY 10111 Attn: RPSCyberClaims
ITEM 9.	SERVICE OF SUIT	Risk Situated in California: Eileen Ridley FLWA Service Corp. c/o Foley & Lardner LLP 555 California Street, Suite 1700, San Francisco, CA 94104-1520 Risks Situated in All Other States: Mendes & Mount 750 Seventh Avenue, New York, NY 10019
ITEM 10.	CHOICE OF LAW	New York
ITEM 11.	WAITING PERIOD:	12 hrs waiting period
FORMS AND ENDORSEMENTS EFFECTIVE AT INCEPTION		94.200 (07/19) CYBER AND PRIVACY LIABILITY POLICY FORM Cyber Deception Endorsement (If elected) 94.102 (01 15) Nuclear Incident Exclusion 94.103 (01 15) Radioactive Contamination Exclusion 94.805 (06/17) Breach Response Team Endorsement 94.801 NY (07/19) New York Amendatory Endorsement 94.551 NY (09 17) Coverage For Certified Acts Of Terrorism 94.524 NY (09 17) Self Insured Retention Consent Endorsement 94.525 NY (09 17) Claims Made Disclosure Endorsement

BCS INSURANCE COMPANY

2 Mid America Plaza, Suite 200
Oakbrook Terrace, Illinois 60181

NOTICE: THIS POLICY IS LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST YOU AND NOTIFIED TO US DURING THE POLICY PERIOD (OR EXTENDED REPORTING PERIOD, IF APPLICABLE) AS REQUIRED HEREIN, AND LOSS FROM EVENTS THAT FIRST OCCUR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD THAT YOU FIRST LEARN OF AND REPORT TO US DURING THE POLICY PERIOD AS REQUIRED HEREIN. CLAIMS EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION(S). TERMS THAT APPEAR IN "QUOTATIONS" HAVE SPECIAL MEANINGS. SEE THE DEFINITIONS FOR MORE INFORMATION. PLEASE READ THIS POLICY CAREFULLY.

CYBER AND PRIVACY LIABILITY POLICY FORM

In consideration of the payment of the premium and reliance upon the statements made by "You" in the "Application" and subject to the Limit of Liability, exclusions, conditions and other terms of this Policy, it is agreed as follows:

I. COVERAGES

A. PRIVACY LIABILITY (INCLUDING EMPLOYEE PRIVACY)

"We" shall pay on "Your" behalf "Damages" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Privacy Wrongful Act" occurring on or after the "Retroactive Date" and before the end of the "Policy Period", harming any third (3rd) party or "Employee".

B. PRIVACY REGULATORY CLAIMS COVERAGE

"We" shall pay on "Your" behalf "Regulatory Fines", "Consumer Redress Funds", "HIPAA Corrective Action Plan Costs" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Regulatory Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Privacy Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

C. SECURITY BREACH RESPONSE COVERAGE

"We" shall pay on "Your" behalf any "Breach Response Costs" in excess of the applicable retention that are incurred in the event of a "Security Breach" with respect to "Private Information" or after a "Cyber-Extortion Threat".

"We" will not make any payment under this Coverage unless the "Security Breach" first occurs after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Security Breach" during the "Policy Period" and report the "Security Breach" to "Us" as soon as practicable within the "Policy Period".

D. SECURITY LIABILITY

"We" shall pay on "Your" behalf "Damages" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Security Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

E. MULTIMEDIA LIABILITY

"We" shall pay on "Your" behalf "Damages" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" and reported to "Us" during the "Policy Period" or "Extended Reporting Period" arising out of a "Multimedia Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

F. CYBER EXTORTION

"We" shall reimburse "You" for the "Cyber-Extortion Expenses and Cyber-Extortion Payments" that "You" actually pay in excess of the applicable retention directly resulting from a "Cyber-Extortion Threat" that "You" first receive and report to "Us" as soon as practicable during the "Policy Period".

G. BUSINESS INCOME AND DIGITAL ASSET RESTORATION

1. "We" shall pay "Your Organization" for the "Business Income Loss" in excess of the applicable retention that "You" sustain during a "Period of Restoration" resulting directly from a "Network Disruption" that commences during the "Policy Period", but only if the duration of such "Period of Restoration" exceeds the "Waiting Period" set forth in the Declarations, and such "Network Disruption" first occurs after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Network Disruption" during the "Policy Period" and report the "Network Disruption" to "Us" as soon as practicable within the "Policy Period".
2. "We" shall reimburse "Your Organization" for the "Restoration Costs" in excess of the applicable retention that "You" incur because of the alteration, destruction, damage or loss of "Digital Assets" that commences during the "Policy Period" resulting solely and directly from a "Security Compromise", but only if such "Security Compromise" first occurs on or after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Security Compromise" during the "Policy Period" and report the "Security Compromise" to "Us" as soon as practicable within the "Policy Period".
3. "We" shall pay "Your Organization" for the "Reputation Business Income Loss" in excess of the applicable retention that "You" sustain following a "Security Breach" or "Network Disruption", but only if such "Security Breach" or "Network Disruption" first occurs on or after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Security Breach" or "Network Disruption" during the "Policy Period" and report the "Security Breach" or "Network Disruption" to "Us" as soon as practicable within the "Policy Period".
4. "We" shall reimburse "Your Organization" for the "Systems Integrity Restoration Loss" in excess of the applicable retention caused by a "Security Compromise", but only if such "Security Compromise" first occurs on or after the "Retroactive Date" and before the end of the "Policy Period" and "You" first learn of the "Security Compromise" during the "Policy Period".

Period” and report the “Security Compromise” to “Us” as soon as practicable within the “Policy Period”.

H. PCI DSS ASSESSMENT

“We” shall pay on “Your” behalf “Damages” and “Claims Expenses” that “You” become legally obligated to pay in excess of the applicable retention resulting from a “Claim” first made against “You” and reported to “Us” during the “Policy Period” or “Extended Reporting Period” arising out of a “PCI DSS Wrongful Act” occurring on or after the “Retroactive Date” and before the end of the “Policy Period”.

I. ELECTRONIC FRAUD

1. “We” shall reimburse “Your Organization” in excess of the applicable retention for a “Phishing Loss” caused by a “Phishing Event” first discovered by “You” and reported to “Us” during the “Policy Period”.
2. “We” shall reimburse “Your Organization” in excess of the applicable retention for a “Services Fraud Loss” caused by a “Services Fraud Event” first discovered by “You” and reported to “Us” during the “Policy Period”.
3. “We” shall reimburse “Your Organization” for “Reward Fund Loss” paid by “You” with “Our” prior written consent in excess of the applicable retention related to an “Event” implicating coverage under this Policy; but will not include any amount based upon information provided by “You”, “Your” auditors or any individual hired or retained to investigate the illegal acts. All criminal reward funds offered pursuant to this Policy must expire no later than 6 months following the end of the “Policy Period”.
4. “We” shall reimburse any senior executive officer(s) of “Your Organization” in excess of the applicable retention for “Personal Financial Loss” as a direct result of a “Security Breach” or “Security Compromise” first discovered by “You” and reported to “Us” during the “Policy Period”.
5. “We” shall reimburse “Your Organization” in excess of the applicable retention for “Corporate Identity Theft Loss” incurred by “You” as a direct result of a “Security Breach” or “Security Compromise” first discovered by “You” and reported to “Us” during the “Policy Period”.
6. “We” shall reimburse “Your Organization” for “Telephone Hacking Loss” in excess of the applicable retention arising from a “Telephone Hacking Event” first discovered by “You” during the “Policy Period” as a direct result of “Your” “Telecommunications Services” being subject to a “Telephone Hacking Event” arising from unauthorized calls or unauthorized use of “Your” bandwidth, but only if “You” first learn of the “Telephone Hacking Event” during the “Policy Period” and report the “Telephone Hacking Event” to “Us” as soon as practicable within the “Policy Period.”
7. “We” shall reimburse “Your Organization” for “Direct Financial Loss” as a direct result of “Funds Transfer Fraud” committed by a third party and first discovered by “You” and reported to “Us” during the “Policy Period”.
8. In consideration of the required additional premium for optional Cyber Deception coverage, “We” shall reimburse “Your Organization” per the terms and conditions of the Cyber Deception Endorsement attached to this policy.

II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

- A. "We" shall have the right and duty to defend, subject to the "Policy Aggregate Limit" and applicable "Sublimits of Liability", exclusions and other terms and conditions of this Policy, any "Claim" against "You" seeking "Damages" which are potentially payable under the terms of this Policy, even if any of the allegations of the "Claim" are groundless, false, or fraudulent.

"You" and "We" shall mutually agree on counsel to defend "Claims". "You" shall not formally appoint defense counsel without "Our" consent, which shall not be unreasonably withheld. However, in the absence of such agreement, "Our" choice of counsel decision shall control. "We" agree that "You" may settle any "Claim" where the "Damages" and "Claims Expenses" do not exceed fifty percent (50%) of the applicable retention, provided that the entire "Claim" is resolved and "You" receive a full release from all claimants.

"We" shall have the right to make any investigation We" deem necessary, including without limitation, any investigation with respect to the "Application" and statements made in the "Application" and with respect to potential coverage.

The "Policy Aggregate Limit" and "Sublimits of Liability" available to pay "Damages", "Claims Expenses" and "Loss" shall be reduced and may be completely exhausted by payment of such. "Damages", "Claims Expenses" and "Loss" and shall be applied against the applicable retention "You" pay.

- B. If "You" refuse to consent to a settlement or compromise "We" recommend, which settlement or compromise is acceptable to the claimant, and "You" elect to contest the "Claim", then:

1. Subject to the applicable Limits of Liability, our liability for any "Damages" and "Claims Expenses" shall not exceed:
 - a. the amount for which the "Claim" could have been settled, plus the "Claims Expenses" incurred up to the date of such refusal; and
 - b. eighty percent (80%) of the "Damages" and "Claims Expenses" in excess of the amount in a. above incurred for such "Claim"; provided that "You" bear the remaining twenty percent (20%) of the "Damages" and "Claims Expenses" in excess of the amount in a. above as uninsured and at "Your" own risk; and
2. "We" shall have the right to withdraw from the further defense of such "Claim" by tendering control of the defense to "You".

This clause shall not apply to any settlement where the total of the proposed settlement and incurred "Claims Expenses" do not exceed all applicable retentions.

- C. "We" shall not be obligated to pay any "Damages", "Claims Expenses" or "Loss" or to undertake or continue any defense of any "Claim", after the "Policy Aggregate Limit" or applicable "Sublimit(s) of Liability" have been exhausted by payment of "Damages", "Claims Expenses" and/or "Loss" or after deposit of the "Policy Aggregate Limit" or applicable "Sublimit(s) of Liability" in a court of competent jurisdiction, and that upon such payment or deposit, "We" shall have the right to withdraw from the further defense thereof by tendering control of said defense to "You".

III. TERRITORY

This insurance applies to "Events" occurring, "Claims" made and "Wrongful Acts", acts, errors or omissions committed or alleged to have been committed anywhere in the world.

IV. EXCLUSIONS

The coverage under this Policy shall not apply to any "Damages", Claims Expenses", "Loss" or other amounts, arising out of or resulting directly, from:

A. "Bodily Injury" or "Property Damage"; except:

1. with respect to a "Claim" under Coverages A. Privacy Liability and D. Security Liability only, this exclusion will not apply to any otherwise covered "Claim" for emotional distress mental injury, mental tension or mental anguish, pain and suffering, humiliation or shock; and
2. Except for a "Claim" described in Section IV.A.1., with respect to a "Claim" under Coverages A. Privacy Liability and D. Security Liability only, this exclusion will not apply to any otherwise covered claim for "Bodily Injury" or "Property Damage" but the most "We" will pay for such "Bodily Injury" or "Property Damage" is the sublimit of liability stated in ITEM 3.III.B. of the Declarations. Such sublimit is part of the Limit of Liability and not in addition.
3. This exclusion will also not apply to a "Systems Integrity Restoration Loss" covered under Coverages G.4.

B. "Your" employment practices or any alleged or actual discrimination against any person or entity on any basis, including without limitation, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, sex, sexual orientation, or pregnancy; provided, however, this exclusion shall not apply to any "Claim" alleging a "Privacy Wrongful Act" or "Security Wrongful Act" in connection with an "Employee's" or prospective employee's employment;

C. The failure, malfunction or inadequacy of any satellite; any electrical or mechanical failure and/or interruption, including but not limited to electrical disturbance, spike, brownout or blackout; or any outage to gas, water, telephone, cable, telecommunications or other infrastructure, unless such infrastructure is under "Your" operational control; provided, however this exclusion shall not apply to any "Privacy Wrongful Act" that is caused by such electrical or mechanical failure or that is caused by such failure of telephone lines, data transmission lines or other infrastructure comprising or supporting the "Internet";

D. Fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event, however caused;

E. Breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise, provided, however, this exclusion shall not apply to:

1. any liability or obligation "You" would have in the absence of such contract or agreement;
2. any breach of "Your" privacy statement; or
3. any indemnity by "You" in a written contract or agreement with "Your" client regarding any "Privacy Wrongful Act" or "Security Wrongful Act" by "You" in failing to preserve the confidentiality or privacy of "Private Information";
4. any "Merchant Service" Agreement that "You" may enter into as part of "Your" business activities.

F. Any of the following:

1. Any presence of pollutants or contamination of any kind;
2. Any actual, alleged or threatened discharge, dispersal, release, or escape of pollutants or contamination of any kind;

3. Any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants or in any way respond to or assess the effects of pollutants or contamination of any kind;
4. Manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials, or products containing asbestos, asbestos fibers or dust;
5. Ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
6. Actual, potential or alleged presence of mold, mildew or fungi of any kind;
7. The radioactive, toxic, or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
8. The existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment or that affects the value, marketability, condition or use of any property;

G. Any of the following:

1. the purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or alleged or actual violation of any securities law, including but not limited to the provisions of the Securities Act of 1933 or the Securities Exchange Act of 1934, as amended, the Sarbanes-Oxley Act of 2002, or any regulation promulgated under the foregoing statutes, or any federal, state, local or foreign laws similar to the foregoing statutes (including "Blue Sky" laws), whether such law is statutory, regulatory or common law. However, this exclusion G.1. does not apply to any "Claim" alleging or arising out of a violation of Regulation S-P (17 C.F.R. §248) or any failure to disclose a "Security Breach" or violation of any "Privacy Regulation";
2. alleged or actual violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder, or any federal, state, local or foreign law similar to the foregoing statute, whether such law is statutory, regulatory or common law, unless the "Claim" results from "Your" alleged introduction of malicious code that results in the theft, loss or unauthorized disclosure of the claimant's "Private Information";
3. alleged or actual violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, as amended unless the "Claim" results from "Your" alleged introduction of malicious code that results in the theft, loss or unauthorized disclosure of the claimant's "Private Information"; or
4. alleged or actual anti-trust violations, restraint of trade or unfair competition, including without limitation, violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, or any other federal, state, local, or foreign laws regulating the same or similar conduct; provided, however, this exclusion G.4 shall not apply to a "Claim" for a "Multimedia Wrongful Act" or a "Regulatory Claim";

- H. Any "Act Of Terrorism"; strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against

these actions; including all amounts, "Damages", "Claims Expenses" or "Loss" of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to the above; provided, however, if "We" allege that by reason of this exclusion any "Damages", "Claims Expenses" or "Loss" are not covered by this Policy, the burden of proving the contrary shall be upon "You". However, this exclusion does not apply to acts perpetrated electronically;

I. Any of the following:

1. any circumstance or "Event" occurring, or "Wrongful Act", act, error, or omission committed, prior to the inception date of this Policy or, if this is a renewal, prior to the first date of this type of insurance granted by "Us" or any other insurer, that a member of the "Control Group" knew, or could have reasonably foreseen that such circumstance, "Event", "Wrongful Act", act, error, or omission would be the basis of a "Claim" or lead to an "Event";
2. any "Claim", "Event" or circumstance of which notice was provided to "Us" or another insurer prior to the "Policy Period" that was, could reasonably be expected to be, or lead to, the type of "Claim" or "Event" potentially covered by this Policy; or
3. any circumstance occurring or "Event" commencing, or "Wrongful Act", act, error, or omission committed prior to the "Retroactive Date";

J. Any criminal conduct, dishonest act, intentional violation of the law, unfair or deceptive business practice, fraudulent or malicious act, or error or omission committed by "You" with actual criminal, dishonest, fraudulent or malicious purpose or intent; provided, however, this exclusion shall not apply to:

1. "Claims Expenses" incurred in defending any such "Claim" until there is a final adjudication, judgment, binding arbitration decision or conviction against "You" in such "Claim" or an admission by "You" establishing such conduct, or a plea of nolo contendere or no contest by "You" regarding such conduct, in which event "You" shall reimburse "Us" for all "Claims Expenses" that "We" have paid and "We" shall have no further liability for "Claims Expenses" from such "Claim"; and
2. any of "You" who did not personally commit, personally participate in committing or personally acquiesce in such conduct, except that this exclusion shall apply with respect to "Your Organization" if an admission, final adjudication, or finding in a proceeding separate or collateral to the "Claim" establishes that a current member of the "Control Group" in fact engaged in such conduct;

K. Any "Claim" made by or on behalf of:

1. any person or entity within the definition of "You" against any other Insured person or entity within the definition of "You"; provided, however, this exclusion shall not apply to an otherwise potentially covered "Claim" under Coverage A made by a current or former "Employee" of "Your Organization"; or
2. any entity which:
 - a. is operated, managed, or controlled by "You" or in which "You" have an ownership interest in excess of twenty five percent (25%) or in which "You" are an officer or director; or
 - b. operates, controls, or manages "Your Organization", or has an ownership interest of more than twenty five percent (25%) in "Your Organization";

L. "Your" activities as a trustee, partner, officer, director, or "Employee" of any employee trust, charitable organization, corporation, company or business other than "Your Organization";

M. Any alleged or actual:

1. infringement or violation of patent rights; or
2. misappropriation, theft, copying, display or publication of any trade secret;

Unless such event occurs as a result of a "Security Compromise".

N. Any trading losses or trading liabilities; the monetary value of any electronic fund transfers or transactions by or on behalf of "You" which is lost, diminished, or damaged during transfer from, into or between accounts; or the face value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount; provided, however, this exclusion will not apply to any "Breach Response Costs" incurred due to a "Security Breach".

O. Any actual or alleged violation of the Telephone Consumer Protection Act (the "TCPA"); however, this exclusion will not apply to a "Claim" against "You" for violation of the TCPA otherwise covered under Insuring Agreements A or B; however, the most "We" will pay for "Claims Expenses" or "Damages" under this exception to this exclusion is the sublimit of liability stated in ITEM 3.III.C. of the Declarations. Such sublimit is part of the Limit of Liability and not in addition.

With respect to Coverage G only, this Policy does not apply to any "Damages", "Claims Expenses", "Loss" or other amounts arising out of, or resulting, directly or indirectly from:

P. Any failure of:

1. telephone lines;
2. data transmission lines or wireless communications connection; or
3. other telecommunications equipment, facilities or electronic infrastructure, including equipment, facilities or infrastructure that supports the operation of computer networks, including the "Internet", which are used to transmit or receive voice or data communications and which are not under "Your" direct operational control or, if applicable, not under the direct operational control of "Your" "Service Provider";

Q. Any seizure, confiscation, nationalization, or destruction of, or damage to or loss of use of any "Digital Asset" or "Your" "Computer Systems" by order of any governmental authority;

R. Ordinary wear and tear or gradual deterioration of "Digital Assets" or "Computer Systems" on which "Digital Assets" are processed or stored, whether owned by "You" or others; or

S. The physical loss of, damage to or destruction of tangible property, including the loss of use thereof; however, "tangible property" does not include "Digital Assets", but does include all computer hardware unless otherwise covered as "Systems Integrity Restoration Loss".

NOTE: Exclusions P through S apply to Coverage G only.

V. DEFINITIONS

“Acquiring Bank” means a bank or financial institution that accepts credit and/or debit payments (including credit cards, debit cards, stored value cards and pre-paid cards) for products or services on behalf of a merchant, including processing and crediting those payments to a merchant.

“Act Of Terrorism” means:

1. any act certified an “Act Of Terrorism” pursuant to the federal Terrorism Risk Insurance Act of 2002 or otherwise declared an “Act Of Terrorism” by any government;
2. any act committed by any person or group of persons designated by any government as a terrorist or terrorist group or any act committed by any person or group of persons acting on behalf of or in connection with any organization designated by any government as a terrorist organization; or
3. the use of force or violence and/or the threat thereof by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological, or similar purposes, including the intention to influence any government and/or put the public, or any section of the public, in fear.

“Application” means all applications, including any attachments thereto, and all other information and materials submitted by “You” or on “Your” behalf to “Us” in connection with the underwriting of this Policy.

“Bodily Injury” means injury to the body, sickness, or disease sustained by any person, and where resulting from such injuries, mental anguish, mental injury, shock, humiliation, emotional distress, loss of consortium, or death.

“Breach Response Costs” means the following fees, costs, charges or expenses, if reasonable and necessary, that our “Breach Response Team” incurs in responding to a “Security Breach” or a “Cyber-Extortion Threat”, or the following costs described in subparagraphs 1 through 9 and incurred by a non-panel vendor with “Our” prior written agreement because of a “Security Breach” experienced by “You”, so long as such costs are incurred during the period of twelve (12) months after “You” first learn of such “Security Breach”:

1. forensic professional fees and expenses to determine the cause and extent of such “Security Breach” and terminate the “Security Breach”;
2. “Breach Response Counsel” fees and expenses to: determine whether “You” or a third party are obligated under applicable “Privacy Regulations” to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such “Security Breach”; effect compliance with any applicable “Privacy Regulations”; draft the text of privacy notifications to individuals affected or reasonably believed to be affected by such “Security Breach”; notify law enforcement; and, coordinate the investigation of such “Security Breach”;
3. costs to notify individuals affected or reasonably believed to be affected by such “Security Breach”, including printing costs, publishing costs, postage expenses, call center costs or costs of notification via phone or e-mail, including “voluntary notification” where “You” or a third party have no legal obligation to provide notification, but wish to do so to protect “Your” or a third party’s brand and reputation, and the costs to notify regulators if required to do so;
4. “Credit Monitoring Expenses”;

5. identity theft restoration costs;
6. public relations expenses;
7. the cost of a PCI Forensic Investigator (PFI) fees/expenses and a second forensic investigator to shadow the PFI following a "Security Breach"; and
8. reasonable and necessary fees for a mandatory audit by a Qualified Security Assessor (QSA) to show "You" are PCI Data Security Standards compliant following a "Security Breach".
9. the reasonable and necessary costs, not to exceed the sublimit of liability stated in ITEM 3.III.E. of the Declarations and implemented by the members of the "Breach Response Team" identified as Post Breach Response service providers, of the following: (1) the revision of an incident response plan; (2) the completion of a network security audit; (3) an information security risk assessment; or (4) the implementation of a security awareness training program;

"Breach Response Costs" do not include "Your" overhead expenses or any salaries, wages, fees, or benefits of "Your" "Employees".

"Breach Response Counsel" means counsel approved in the Breach Response Team Endorsement and counsel as appointed by "Us".

"Breach Response Team" means the vendors approved in the Breach Response Team Endorsement and vendors approved by "Us".

"Business Income Loss" means:

1. "Earnings Loss";
2. "Expenses Loss"; and/or
3. The reasonable and necessary costs "You" incur to retain an Independent Consultant to determine the amount of "Your" "Business Income Loss", not to exceed the sublimit stated in ITEM 3.III.F. of the Declarations. This sublimit of liability is part of, and not in addition to, the sublimit of liability stated in ITEM 3.II.G.1. of the Declarations.

The most "We" will pay for "Business Income Loss" that "You" sustain resulting directly from a "Network Disruption" involving an "Outsourced Provider" "Computer System" (as defined in part 2. of the Definition of "Network Disruption") is the sublimit stated in ITEM 3.III.G. of the Declarations. This sublimit of liability is part of, and not in addition to, the sublimit of liability stated in ITEM 3.II.G.1. of the Declarations.

"Business Income Loss" does not include:

- 1) any contractual penalties;
- 2) any costs or expenses incurred to update, upgrade, replace, restore or otherwise improve any "Computer System" to a level beyond that which existed prior to a "Network Disruption";
- 3.) any costs or expenses incurred to identify, remove or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain or otherwise improve any "Computer System";
- 4) any legal costs or expenses or other amounts arising out of liability to any third (3rd) party;

- 5) any amounts incurred as a result of unfavorable business conditions; or
- 6) any other consequential amounts, loss or damage.

“Claim” means:

1. A written demand received by “You” for money or services, including the service of a civil suit or institution of arbitration proceedings;
2. Initiation of a civil suit against “You” seeking injunctive relief;
3. A written notice of an alleged “Privacy Wrongful Act” or “Security Wrongful Act” from a third party.
4. Solely with respect to Coverage B., a “Regulatory Claim” made against “You”; or
5. Solely with respect to Coverage H., written notice to “You” of a “PCI DSS Assessment”.

Multiple “Claims” arising from the same or a series of related or repeated “Wrongful Acts”, acts, errors, or omissions or from any continuing “Wrongful Acts”, acts, errors or omissions shall be considered a single “Claim” for the purposes of this Policy, irrespective of the number of claimants or “You” involved therein. All such related “Claims” shall be deemed to have been first made at the time the earliest such “Claim” was made or deemed made under Section IX.A.

“Claims Expenses” means:

1. reasonable and necessary fees charged in the defense or settlement of a “Claim” by an attorney whom “We” designate or whom “You” designate with “Our” prior written consent, such consent not to be unreasonably withheld; and
2. all other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a “Claim”, if incurred by “Us” or by “You” with “Our” prior written consent; however, “Claims Expenses” do not include “Your” overhead expenses or any salaries, wages, fees, or benefits of “Your” “Employees” for any time spent in cooperating in the defense or investigation of any “Claim” or circumstance that might lead to a “Claim”.
3. Notwithstanding the foregoing, “Claims Expenses” includes Court Attendance Costs, defined as reasonable sums necessarily incurred by “You” with “Our” prior written agreement, not to exceed the sublimit of liability stated in ITEM 3.III.A. of the Declarations, to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any “Claim” for which “You” are entitled to a defense under this Policy.

“Computer System” means electronic, wireless, web or similar systems (including all hardware and software) used to process data or information in an analog, digital, electronic or wireless format, including computer programs, electronic data, operating systems, and components thereof, including but not limited to laptops, personal digital assistants, cellular phones, media storage and peripheral devices, including the internet of things (IoT) devices, media libraries, associated input and output devices, networking identity equipment, and electronic backup equipment. With respect to Coverage G only, “Computer System” means a “Computer System” over which “You” have direct operational control or that is under the direct operational control of a “Service Provider” used to process, maintain or store “Your” “Digital Assets”.

“Consumer Redress Funds” means any sums of money “You” are legally required to deposit in a fund for the payment of consumers due to a settlement of, or an adverse judgment in, a “Regulatory Claim”.

"Control Group" means the board members, executive officers, Chief Technology Officer, Chief Information Officer, Risk Manager and General Counsel or their functional equivalents of "Your Organization". This does not include any administrative staff who work in the offices of these named positions.

"Corporate Identity Theft Loss" means monetary or other financial asset loss as a result of the fraudulent use of "Your" electronic identity, including the establishment of credit in "Your" name, the electronic signing of any contract, or the creation of any website designed to impersonate "You". The most "We" will pay for any "Corporate Identity Theft Loss" is the sublimit of liability stated in ITEM 3.II.1.5. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

"Credit Monitoring Expenses" means the reasonable and necessary expense of providing free credit report services, identity theft protection services, credit monitoring services, credit freezes, healthcare fraud monitoring services, fraud alerts or call center services for customers, third parties and employees affected or reasonably believed to be affected by a "Security Breach". However, "We" shall not be obligated to pay for more than twelve (12) months from the date of enrollment in such services, unless there is a statute, rule, regulation, court ruling or requirement by a regulator requiring otherwise, or in the opinion of "Breach Response Counsel", offering more than twelve (12) months will justifiably reduce "Your" potential liability, "Damages" or "Loss".

"Cyber-Extortion Expenses" means the reasonable and necessary expenses "You" incur with "Our" approval in evaluating and responding to a "Cyber-Extortion Threat". However, "Cyber-Extortion Expenses" do not include "Your" overhead expenses or any salaries, wages, fees, or benefits of "Your" "Employees".

"Cyber-Extortion Payment" means any sum paid to or at the direction of any third (3rd) party, including sums paid via bitcoin or other crypto currencies, that "You" reasonably believe to be responsible for a "Cyber-Extortion Threat"; provided that:

1. "You" obtain "Our" written consent prior to making such "Cyber-Extortion Payment";
2. "You" make such "Cyber-Extortion Payment" to terminate the "Cyber-Extortion Threat"; and
3. the "Cyber-Extortion Payment" does not exceed the amounts "We" reasonably believe would have been incurred had such "Cyber-Extortion Payment" not been made.

"Cyber-Extortion Threat" means a credible threat or connected series of threats made, or actions taken, by someone other than a member of the "Control Group":

1. to introduce "Malicious Code" into "Your" "Computer System";
2. to interrupt "Your" "Computer System" or interrupt access to "Your" "Computer System", such as through a "Denial of Service Attack";
3. to corrupt, damage or destroy "Your" "Computer System"; or
4. to disseminate, divulge, or improperly utilize any "Private Information" on "Your" "Computer Systems" taken as a result of a "Network Disruption".

"Damages" means:

1. Solely with respect to Coverages A, D, or E, a monetary judgment, award or settlement, including:

- a. Pre-judgment interest;
 - b. Post-judgment interest that accrues after entry of the judgment or award and before "We" have paid, offered to pay or deposited in court that part of the judgment or award within the applicable Limits of Liability;
 - c. subject to this Policy's terms, conditions, and exclusions, punitive or exemplary "Damages" (where insurable by the applicable law that most favors coverage for such "Damages");
 - d. liquidated damages, contractual service credits or contractual penalties but not exceeding those "You" would have been liable for in the absence of such contract;
2. Solely with respect to Coverage B, "Regulatory Fines" and "Consumer Redress Funds"; and
 3. Solely with respect to Coverage H, a "PCI DSS Assessment" or a settlement of a "PCI DSS Assessment".

"Damages" shall not include or mean:

- 1) "Your" future profits, restitution, or disgorgement of profits; or "Your" cost to comply with any order granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;
- 2) "Your" return or offset of fees, charges, royalties, or commissions for goods or services already provided or contracted to be provided;
- 3) fines or penalties of any nature, except those that are part of "Regulatory Fines" and "Consumer Redress Funds" as identified above, or sought in a "PCI DSS Assessment";
- 4) any amount "You" are not financially or legally obligated to pay;
- 5) any donations or contributions to any charitable organization;
- 6) charge backs, interchange fees, discount fees or prospective services fees sought, awarded or agreed to as part of a settlement in a "PCI DSS Assessment"; or
- 7) matters that may be deemed uninsurable under law. "We" shall apply the most favorable state law to "You" in determining insurability.

"Denial of Service Attack" means unauthorized attacks or deliberate overloading of bandwidth connections and/or web servers by means of the sending of substantial quantities of repeat or irrelevant communication or data with the intent of blocking access to "Your" "Computer System" through the "Internet" by third (3rd) parties.

"Digital Assets" means any electronic data, including personally identifiable, non-public information, or computer software over which "You" have direct control or for which such control has been contractually assigned by "Your Organization" to a "Service Provider". "Digital Assets" do not include computer hardware of any kind.

"Direct Financial Loss" means "Your" monetary or other financial asset loss as a result of a "Funds Transfer Fraud" under Coverage I. The most "We" will pay for any "Direct Financial Loss" arising from

a "Funds Transfer Fraud" is the sublimit of liability stated in ITEM 3.II.1.7. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

"Earnings Loss" means the difference between the revenue that "Your Organization" would have earned, based on reasonable projections and the variable costs that would have been incurred, but which "Your Organization" would have saved as a result of not earning that revenue.

"Employee" means any individual in "Your Organization's" service, including any part-time, seasonal, and temporary employee, who is compensated by salary, wages, fees or commissions, or unpaid intern or volunteer over whom "You" have the right to direct and control, but excluding any partner or director of "Your Organization".

"Event" means a:

1. "Security Breach";
2. "Cyber-Extortion Threat";
3. "Security Compromise";
4. "Network Disruption";
5. "Phishing Event";
6. "Services Fraud Event";
7. "Telephone Hacking Event"; or
8. "Funds Transfer Fraud".

Multiple "Events" arising from the same or a series of related or repeated "Events", acts, errors, or omissions, or from any continuing "Events", acts, errors, or omissions shall be considered a single "Event" for the purposes of this Policy. All such related "Events" shall be deemed to have first occurred at the time the earliest such "Event" first occurred or commenced.

"Expenses Loss" means the additional expenses "Your Organization" incurred to minimize the suspension of business and to continue operations that are over and above the expenses that "Your Organization" reasonably and necessarily would have incurred to conduct "Your" business had no "Network Disruption" occurred. These additional expenses do not include any "Restoration Costs" or any actual, reasonable and necessary expenses "You" incur in response to a "Network Disruption" in order to prevent, minimize or mitigate any further damage to "Your" "Digital Assets", or preserve critical evidence of any wrongdoing.

"Extended Reporting Period" means the period of time after the end of the "Policy Period" for reporting "Claims" as provided in Section VIII. of this Policy.

"Funds Transfer Fraud" means any of the following acts, carried out by means other than through the intentional misleading of a person by means of a dishonest misrepresentation of a material fact contained or conveyed within an electronic or telephonic communication(s) and relied upon by a person believing it to be genuine:

1. any unauthorized electronic funds transfer;
2. theft of "Your" money or other financial assets from "Your" bank by electronic means;

3. theft of money or other financial assets from "Your" corporate credit cards by electronic means; or
4. any fraudulent manipulation of electronic documentation while stored on "Your" "Computer System".

"HIPAA Corrective Action Plan Costs" means reasonable and necessary costs "You" incur with "Our" prior written approval, not to exceed the sublimit of liability stated in ITEM 3.III.D. of the Declarations, to meet any of the requirements specified within a HIPAA corrective action plan as the direct result of a "Regulatory Claim" otherwise covered by this "Policy".

"Intranet" means a private computer network inside a company or organization that uses the same kinds of software found on the "Internet", but only for internal use.

"Internet" means the worldwide public network of computer networks which enables the transmission of electronic data between different users, commonly referred to as the "Internet", including a private communications network existing within a shared or public network platform.

"Loss" means a:

1. "Business Income Loss";
2. "Breach Response Costs";
3. "Reputation Business Income Loss";
4. "Restoration Costs";
5. "System Integrity Restoration Loss";
6. "Cyber-Extortion Payments" and "Cyber-Extortion Expenses";
7. "Phishing Loss";
8. "Services Fraud Loss";
9. "Reward Fund Loss";
10. "Personal Financial Loss";
11. "Corporate Identity Theft Loss";
12. "Telephone Hacking Loss"; or
13. "Direct Financial Loss".

"Malicious Code" means any unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of the proceeding.

"Media Content" means data, digital code, images, graphics, sounds, text or any other similar material regardless of the method or medium of communication of such content or the purpose of the communication.

"Merchant Services Agreement" means any written agreement between "You" and a card association (including MasterCard, VISA, Discover, American Express or JCB), which allows "You" to accept payment by credit, debit or prepaid card.

"Multimedia Wrongful Act" means any of the following acts committed in the ordinary course of "Your Organization's" business in gathering, communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting or disclosing "Media Content" via any "Computer System" that "You" own or operate or is operated on "Your" behalf by a third (3rd) party, including any web-based social media authorized or operated by "Your Organization" or any "Internet" or "Intranet" website, or via any non-electronic media:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. invasion of or interference with the right to privacy or publicity;
3. false arrest, detention or imprisonment or malicious prosecution;
4. infringement of any right to private occupancy, including trespass, trespass as a result of cookie use, wrongful entry, eviction or eavesdropping;
5. infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name;
6. plagiarism, piracy or misappropriation of ideas;
7. improper deep linking; or
8. other conduct causing liability regarding any "Media Content" for which "You" are responsible;

provided always that any "Multimedia Wrongful Act" was committed or alleged to have been committed by "You", or any person for whom or entity for which "You" are legally responsible, including an independent contractor or outsourcing organization.

"Network Disruption" means any of the following incidents:

1. an unplanned failure, interruption or degradation of the operation of "Your" "Computer System" or the denial, restriction or hindrance of access to or use of "Your" "Computer System" or "Your" "Digital Assets" by any party who is otherwise authorized to have access; and
2. with respect to Coverage G.1 only, "Network Disruption" also means an unplanned failure, interruption or degradation of the operation of an "Outsourced Provider" "Computer System"; or the denial, restriction or hindrance of access to or use of an "Outsourced Provider" "Computer System" by any party who is otherwise authorized to have access.

Solely with respect to Coverage G.1.:

3. the voluntary and intentional shutdown of "Computer Systems" by "You" but only to the extent necessary to mitigate the "Loss" resulting from a situation described in Section V. Definitions, "Security Compromise" 1. or 2.; or
4. the intentional shutdown of "Computer Systems" by "You" as expressly required by any federal, state, local or foreign governmental entity in such entity's regulatory or official

capacity resulting from a situation described in Section V. Definitions, "Security Compromise" 1. or 2.

More than one such incident that results from the same or related underlying facts, circumstances, situations, transactions or "Security Compromises" shall be considered a single "Network Disruption" which first occurs on the date of the earliest of such events.

"Outsourced Provider" means any provider, other than a "Service Provider", that "You" do not own, operate, or control, that performs services, other than IT services, for "You" pursuant to a written contract. An "Outsourced Provider" does not include any provider of "Telecommunications Services" including "Internet" access to "You".

"PCI DSS Assessment(s)" means amounts legally owed by "You" to "Your" acquiring bank or a card association (MasterCard, VISA, Discover, American Express or JCB) for monetary fines, penalties, reimbursements, fraud recoveries or assessments, due to "Your" actual or alleged non-compliance with PCI Data Security Standards further to the terms of a "Merchant Services Agreement".

"PCI Data Security Standards" (known as PCI DSS) means the published data security standard in effect now or as hereafter amended that all merchants and processors must follow when storing, processing and transmitting cardholder data.

"PCI DSS Wrongful Act" means "Your" actual or alleged non-compliance with "PCI Data Security Standards".

"Period of Restoration" means the time period from the commencement of a "Network Disruption" to the earlier of the following dates:

1. the date "Your" "Computer System", "Outsourced Provider" "Computer System" or "Your" "Digital Assets" are restored to the condition and functionality that existed immediately prior to the "Network Disruption;" or
2. the date "Your" "Computer System", "Outsourced Provider" "Computer System" or "Your" "Digital Assets" with reasonable diligence, could have been restored to the condition and functionality that existed immediately prior to the "Network Disruption."

"Personal Financial Loss" means monetary or other financial asset loss as a result of:

1. theft of money or other financial assets from a personal bank account of the senior executive officer; or
2. identity theft of the senior executive officer.

The most "We" will pay for any "Personal Financial Loss" is the sublimit of liability stated in ITEM 3.II.I.4. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

"Phishing Event" means the impersonation of "You" by a third party via email or other electronic communications.

"Phishing Loss" means an unpaid account receivable held by "You", or an inability to collect funds owed to "You" by a third party, caused by a "Phishing Event". The most "We" will pay for any "Phishing Loss" is the sublimit of liability stated in ITEM 3.II.I.1. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

"Policy Period" means the period of time beginning on the date stated in ITEM 2 of the Declarations and ending on the earlier of the expiration date stated in ITEM 2 of the Declarations or the effective date of the cancellation of the Policy. If "You" become an insured under the Policy, the "Policy Period" begins on the date "You" become an insured.

"Privacy Breach" means a common law breach of confidence, infringement, or violation of any rights to privacy, including but not limited to breach of "Your" privacy statement, breach of a person's right of publicity, wrongful collection, false light, intrusion upon a person's seclusion, public disclosure of "Private Information", or misappropriation of a person's picture or name for commercial gain.

"Privacy Regulations" means any federal, state, local or foreign statute or regulation requiring "You" to limit or control the collection, use of, or access to, "Private Information" in "Your" possession or under "Your" control, or obligating "You" to inform customers of the "Unauthorized Access" or disclosure of such personally identifiable, non-public information, including but not limited to the following statutes and regulations:

1. the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), including Title II requiring protection of confidentiality and security of electronic protected health information, and as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), any rules and regulations promulgated thereunder as they currently exist and as amended, and any related state medical privacy laws as they currently exist and as amended;
2. the Gramm-Leach-Bliley Act of 1999, also known as the Financial Services Modernization Act of 1999, including sections concerning security protection and standards for customer records maintained by financial services companies, and the rules and regulations promulgated thereunder as they currently exist and as amended;
3. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. 45(a), but solely with respect to alleged unfair or deceptive acts or practices in or affecting commerce;
4. federal, state or local privacy protection regulations or laws, such as the California Database Protection Act of 2003 (previously called SB 1386), as they currently exist now or may be amended, associated with the control and use of, or limiting "Unauthorized Access" to, personal information, including but not limited to requirements to post privacy policies, adopt specific privacy controls, or inform customers of breaches of security that has or may impact their personal information;
5. federal, state or local data breach regulations or laws, as they currently exist now or in the future, imposing liability for failure to take reasonable care to guard against "Unauthorized Access" to credit or debit account information that is in "Your" possession or under "Your" control;
6. identity theft red flags under the Fair and Accurate Credit Transactions Act of 2003;
7. federal and state consumer credit reporting laws, such as the Federal Fair Credit Reporting Act (FCRA) and the California Consumer Credit Reporting Agencies Act (CCCRAA);
8. the Children's Online Privacy Protection Act of 1998; and
9. privacy protection regulations or laws adopted by countries outside of the United States, such as the General Data Protection Regulation (Regulation (EU) 2016/679 (GDPR) and the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA), as they currently exist now or may be amended, associated with the collection, control and use of, or limiting "Unauthorized Access" to, personal information.

"Privacy Wrongful Act" means any "Privacy Breach" or breach of "Privacy Regulations" actually or allegedly committed by "You" or by any person or entity for which "You" are legally responsible, including an independent contractor or outsourcing organization.

"Private Information" means any:

1. proprietary or confidential information owned by a third party or "You";
2. information that can be used to determine, distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual;
3. information concerning an individual that would be considered personal data or sensitive personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679 (GDPR) and any amendments thereto; or
4. "Your" corporate confidential information that relates to "Your" organization's business operations, activities and procedures.

"Property Damage" means physical injury to or destruction of any tangible property, including the loss of use thereof. Electronic data is not considered tangible property.

"QSA Audit" is an audit required by PCI Security Standards Council and conducted by a Qualified Security Assessor employed by a qualified QSA auditor.

"Regulatory Claim" means:

1. any request for information, civil investigative demand or formal investigation of "You" by an administrative or regulatory agency or similar governmental body concerning a "Privacy Breach" or possible breach of "Privacy Regulations"; or
2. any administrative or civil proceeding against "You" by an administrative or regulatory agency, supervisory authority, authorized data protection authority or similar governmental body for a breach of "Privacy Regulations".

"Regulatory Fines" means fines, penalties, or sanctions awarded for a violation of any "Privacy Regulation".

"Reputation Business Income Loss" means:

1. "Earnings Loss" and/or
2. "Expenses Loss";

solely due to the loss of current or future customers during a 12 month period following a notification to "Us" in accordance with Section IX.A of a "Security Breach" or "Network Disruption" and where such customer loss arises directly from a "Security Breach" or "Network Disruption".

"Reputation Business Income Loss" does not include or mean:

1. any contractual penalties;
2. any costs or expenses incurred to update, upgrade, replace, restore or otherwise improve any "Computer System" to a level beyond that which existed prior to a "Network Disruption";

3. any costs or expenses incurred to identify, remove or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain or otherwise improve any "Computer System";
4. any legal costs, expenses or other amounts arising out of liability to any third party;
5. any amounts incurred as a result of unfavorable business conditions; or
6. any other consequential amounts, loss or damage.

"Restoration Costs" means the actual, reasonable and necessary costs, including the additional cost of employing temporary staff or paying overtime costs to employees, that "You" incur to replace, restore, or re-create "Your" "Digital Assets" to the level or condition at which they existed immediately prior to sustaining any alteration, destruction, damage or loss thereof, resulting from a "Security Compromise". If such "Digital Assets" cannot be replaced, restored or re-created, then "Restoration Costs" will be limited to the actual, reasonable and necessary costs "You" incur to reach this determination.

"Restoration Costs" also means the actual, reasonable and necessary costs to install a more secure and efficient version of "Your" affected "Computer System", provided that the maximum amount "We" will pay is twenty-five percent (25%) more than the cost that would have been incurred to replace the original model(s) or license(s) that existed prior to the "Security Compromise" (and subject to the maximum sublimit as stated in ITEM 3.III.H. of the Declarations). Under no circumstances will "We" pay the cost of acquiring or installing "Computer Systems" which did not form a part of "Your" "Computer Systems" immediately prior to the incident which gave rise to the "Loss".

"Restoration Costs" do not include:

1. "Systems Integrity Restoration Loss";
2. the economic or market value of any "Digital Assets", including trade secrets.

"Retroactive Date" means the date specified in ITEM 7. of the Declarations.

"Reward Fund Loss" any amount offered and paid by "You" for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act associated with an "Event". The most "We" will pay for any "Reward Fund Loss" is the sublimit of liability stated in ITEM 3.II.I.3. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

"Security Breach" means the actual or reasonably suspected:

1. loss or disclosure of "Private Information" in "Your" care, custody or control, including such information stored on paper or on a "Computer System" operated by "You" or on "Your" behalf; or
2. "Theft of Data", "Unauthorized Access" to or "Unauthorized Use" of "Private Information" in "Your" care, custody or control, including such information stored on paper or on a "Computer System" operated by "You" or on "Your" behalf;

that results in or may result in the compromise of the privacy or confidentiality of "Private Information".

More than one "Security Breach" arising from the same or a series of continuous, repeated or related acts, errors, or omissions shall be considered a single "Security Breach", which shall be deemed to have first occurred at the time of the first such "Security Breach".

"Security Compromise" means the actual or reasonably suspected:

1. "Unauthorized Access" or "Unauthorized Use" of "Your" "Computer System" or "Your" "Digital Assets";
2. unauthorized transmission of computer code into "Your" "Computer System" that causes loss or damage to "Your" "Digital Assets"; or
3. "Denial of Service Attack" on "Your" "Computer System" that causes loss or damage to "Your" "Digital Assets".

"Security Wrongful Act" means any act, error, or omission committed by "You" or a person or entity for which "You" are legally responsible, including an independent contractor or outsourcing organization, in the conduct of "Computer Systems" security and the protection of the security and confidentiality of "Private Information", that results in:

1. the inability of a third (3rd) party, who is authorized to do so, to gain access to "Your" "Computer Systems";
2. the failure to prevent or hinder "Unauthorized Access" to or "Unauthorized Use" of a "Computer System" operated by "You" or on "Your" behalf, the failure to prevent physical theft of hardware or firmware "You" control, the failure to prevent people or processes security failures, or the failure to prevent false communications designed to trick the user into surrendering "Private Information" (such as phishing, pharming or vishing), any of which results in:
 - a. The alteration, copying, corruption, destruction or deletion of, or damage to, electronic data on a "Computer System" operated by "You" or on "Your" behalf;
 - b. Unauthorized disclosure of "Private Information";
 - c. "Theft of Data" (including identity theft); or
 - d. Denial of service attacks against "Internet" sites or "Computer Systems" of a third (3rd) party; or
3. the failure to prevent transmission of "Malicious Code" from a "Computer System" operated by "You" or on "Your" behalf to a third (3rd) party's "Computer System".

"Services Fraud Event" means the unauthorized use of or access to "Your" "Computer System" by a third party which results in increased service charges to "You", including: the unauthorized use of "Your" "Computer System" by a third party to mine cryptocurrency or any other digital or electronic currency; the fraudulent or unauthorized use of Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS), Network-as-a-Service (NaaS), or IP Telephony.

"Services Fraud Loss" means monetary or other financial asset loss as a result of a "Services Fraud Event", provided: (1) the service provider charges "You" via a periodic billing statement pursuant to a written contract that was executed before the "Services Fraud Event" occurred; (2) the service provider charges "You" a fee that scales with the rate of use of such services; and (3) the "Services Fraud Event" began on or after the "Retroactive Date". The most "We" will pay for any "Services

Fraud Loss" is the sublimit of liability stated in ITEM 3.II.I.2. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

"Service Provider" means any third (3rd) party that is responsible for the processing, maintenance, protection or storage of "Digital Assets" pursuant to a written contract directly with "Your Organization". A "Service Provider" does not include any provider of telecommunications services, including "Internet" access, to "You".

"Subsidiary" means any corporation of which more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of such corporation's directors are owned by the "Named Insured" directly or indirectly, if such corporation was so owned on the inception date of this Policy; or

1. becomes so owned after the inception date of this Policy, provided the revenues of the newly acquired corporation do not exceed twenty-five percent (25%) of "Your Organization's" annual revenues as set forth in its most recent audited financial statement; or
2. becomes so owned after the inception date of this Policy, provided that if the revenues of the newly acquired corporation exceed twenty-five percent (25%) of "Your Organization's" annual revenues as set forth in its most recent audited financial statement, the provisions of Section IX. I. must be fulfilled.

"Systems Integrity Restoration Loss" means the reasonable and necessary costs "You" incur, with our prior written consent, to restore or replace that part of "Your" "Computer System" directly impacted by a "Security Compromise". "System Integrity Restoration Loss" does not include "Restoration Costs". The most "We" will pay for any "Systems Integrity Restoration Loss" is the sublimit of liability stated in ITEM 3.II.G.4. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage G and not in addition.

"Telecommunications Services" means telephone, fax, broadband, or other data transmission services that "Your Organization" purchases from third parties.

"Telephone Hacking Event" means a third party's intentional, unauthorized and fraudulent use of "Your" "Telecommunications Services" that results in unauthorized calls or unauthorized use of "Your" bandwidth.

"Telephone Hacking Loss" means "Your" monetary or other financial asset loss as a result of a "Telephone Hacking Event". The most "We" will pay for any "Telephone Hacking Loss" is the sublimit of liability stated in ITEM 3.II.I.6. of the Declarations. Such sublimit is part of the Limit of Liability in Coverage I and not in addition.

"Theft Of Data" means the unauthorized taking, misuse or disclosure of information on including but not limited to charge, debit, or credit information, banking, financial and investment services account information, proprietary information, and "Private Information".

"Unauthorized Access" means the gaining of access to a "Computer System" by an unauthorized person or an authorized person in an unauthorized manner.

"Unauthorized Use" means the use of a "Computer System" by an unauthorized person or an authorized person in an unauthorized manner.

"Waiting Period" means the time period specified in ITEM 11. of the Declarations.

"We", "Us" or "Our" means the underwriters providing this insurance.

"Wrongful Act" means a "Privacy Wrongful Act", "Security Wrongful Act", "Multimedia Wrongful Act", or "PCI DSS Wrongful Act".

"You" or "Your" or "Yours" means:

1. the entity named in ITEM 1. of the Declarations ("Named Insured") and its "Subsidiaries" (together "Your Organization");
2. any present or future director, officer, or trustee of "Your Organization", but only with respect to the performance of his or her duties as such on behalf of "Your Organization";
3. any present or future "Employee" of "Your Organization" but only with respect to work done while acting within the scope of his or her employment and related to the conduct of "Your Organization's" business;
4. in the event that the "Named Insured" is a partnership, limited liability partnership, or limited liability company, then any general or managing partner, principal, or owner thereof, but only while acting within the scope of his or her duties as such;
5. any person who previously qualified as "You" under 2, 3, or 4 above prior to the termination of the required relationship with "Your Organization", but only with respect to the performance of his or her duties as such on behalf of "Your Organization";
6. the estate, heirs, executors, administrators, assigns and legal representatives of any of "You" in the event of "Your" death, incapacity, insolvency or bankruptcy, but only to the extent that "You" would otherwise be provided coverage under this insurance;
7. any agent or independent contractor, including any distributor, licensee or sub-licensee, but only while acting on "Your" behalf, at "Your" direction, and under "Your" control; and
8. any third (3rd) party entity (including a HIPAA Covered Entity) required by contract to be named as an insured under this Policy, but only in respect of sums which they become legally obligated to pay (including liability for claimants' costs and expenses) as a result of a "Claim" arising solely out of an act, error or omission committed by "You", provided that:
 - a) "You" contracted in writing to indemnify the third (3rd) party for such a "Claim" prior to it first being made against them; and
 - b) had the "Claim" been made against "You", then "You" would be entitled to indemnity under this Policy.

As a condition to "Our" indemnification of any third (3rd) party they shall prove to "Our" satisfaction that the "Claim" arose solely out of a "Wrongful Act", act, error or omission committed by "You"; and where a third (3rd) party is indemnified as an additional insured as a result, it is understood and agreed that any "Claim" made by that third (3rd) party against "You" shall be treated by "Us" as if they were a third (3rd) party, not an additional insured.

VI. LIMITS OF LIABILITY

Limits of Liability for Damages and Claims Expenses

- A. The amount stated in the Policy as stated in ITEM 3.I of the Declarations (herein the "Policy Aggregate Limit") is the most "We" will pay in the aggregate under this Policy, under all Coverages combined, for:

1. all "Damages"; and
2. all "Claims Expenses".

regardless of the number of "Claims", "Events", "Wrongful Acts", acts, errors, or omissions, insured persons, insured entities or claimants involved, or Coverages triggered.

- B. For any Coverage purchased as indicated in ITEM 3.II of the Declarations, any Per Single "Claim", Per Single "Event" or Aggregate Per Coverage "Sublimit(s) of Liability" shall be part of, and not in addition to, the "Policy Aggregate Limit", unless otherwise specified.
- C. If any single "Claim", single "Event", or single "Event" combined with a single "Claim" directly arising therefrom ("Combined Matter") is covered under more than one Coverage, the highest applicable Per Single "Claim" or Per Single "Event" "Sublimit of Liability" shall be the most "We" shall pay as to such single "Claim", single "Event" or "Combined Matter", and such single "Claim", single "Event" or "Combined Matter" shall be subject to the highest applicable retention, unless otherwise specified.
- D. Any Aggregate Per Coverage "Sublimit of Liability" as stated in ITEM 3.II of the Declarations shall be the most "We" will pay in the aggregate for any given Coverage, for:
1. all "Damages"; and
 2. all "Claims Expenses".

regardless of the number of "Claims", "Events", "Wrongful Acts", acts, errors, or omissions, insured persons, insured entities or claimants to which such given Coverage applies.

Limits of Liability for Loss(es)

- E. The amount stated in the Policy as stated in ITEM 3.I of the Declarations (herein the "Each Event Aggregate Limit") is the most "We" will pay in the aggregate under this Policy for all "Loss" arising out of a single "Event".
- F. Any Aggregate Per Coverage "Sublimit of Liability" as stated in ITEM 3.II of the Declarations shall be the most "We" will pay in the aggregate for any given Coverage under this Policy for all "Loss" arising out of a single "Event".

VII. RETENTIONS

The retention for each Coverage is stated in ITEM 4 of the Declarations. The applicable retention shall be first applied to "Damages", "Claims Expenses" and "Loss" covered by this Policy and "You" shall make direct payments within the retention to appropriate other parties designated by "Us". "We" shall be liable only for the amounts in excess of the retention, not to exceed the applicable "Sublimit(s) of Liability" or "Policy Aggregate Limit". Each single "Claim", single "Event" or "Combined Matter" shall be deemed to be one single potentially covered matter, and only one retention shall apply thereto. Where multiple Coverages potentially apply to a single "Claim", single "Event" or "Combined Matter"; only one retention shall apply and this shall be the highest retention applicable to such Coverages.

Except as otherwise provided, the amount set forth in ITEM 4 of the Declarations (the "Aggregate Retention Amount") is the most "You" will pay for all retentions combined under this Policy regardless of the number of "Claims", "Events", or "Wrongful Acts". Upon payment of the "Aggregate Retention Amount" by "You" the applicable retentions shall be waived.

No retention is applicable to "Breach Response Counsel" fees and expenses.

With respect to Coverage G. 1, once the "Period of Restoration" has exceeded the "Waiting Period", the retention stated in ITEM 4 of the Declarations shall be applied against the "Business Income Loss" computed from the commencement of the "Network Disruption".

At "Our" sole and absolute discretion, "We" may pay all or part of the applicable retention, in which case "You" agree to repay "Us" immediately after "We" notify "You" of the payment; and such payment or repayment of any amount within the retention shall be first applied to "Damages", "Claims Expenses" and "Loss" covered by this Policy.

VIII. EXTENDED REPORTING PERIOD

- A. Basic "Extended Reporting Period": In the event of cancellation or non-renewal of this Policy by "You" or "Us", an "Extended Reporting Period" of sixty (60) days immediately following such cancellation or non-renewal shall be automatically granted hereunder at no additional premium. Such "Extended Reporting Period" shall cover "Claims" first made and reported to "Us" during such sixty (60) day "Extended Reporting Period" but only in respect of any act, error, or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions, and exclusions of this Policy. No "Claim" in such sixty (60) day extended reported period shall be covered under this Policy if "You" are entitled to indemnity under any other insurance or would have been entitled to indemnity under such insurance but for the exhaustion thereof.
- B. Optional "Extended Reporting Period": In the event of cancellation or non-renewal of this Policy by "You" or "Us", "You" shall have the right, upon payment in full and not proportionally or otherwise in part to have issued an endorsement providing an optional "Extended Reporting Period" after the end of the "Policy Period" as follows.

Extended Reporting Period	Extended Reporting Period Premium
12 Months	100% of the Annual Policy Premium
24 Months	150% of the Annual Policy Premium
36 Months	200% of the Annual Policy Premium

- C.
- Such optional "Extended Reporting Period" shall cover "Claims" made and reported to "Us" during this optional "Extended Reporting Period", but only in respect of any "Claim" arising out of any act, error, or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions, and exclusions of the Policy.
 - In order for "You" to invoke the optional "Extended Reporting Period", the payment of additional premium as stated in this provision must be paid to "Us" within sixty (60) days after the end of the "Policy Period".
 - At the commencement of the optional "Extended Reporting Period", the entire premium shall be deemed fully earned, and in the event "You" terminate the optional "Extended Reporting Period" for whatever reason prior to its natural expiration, "We" will not be liable to return any premium paid for the optional "Extended Reporting Period".
- D. Terms and conditions of basic and optional "Extended Reporting Period":
- At renewal of this Policy, "Our" quotation of different premium, retention or limit of indemnity or changes in policy language shall not constitute non-renewal by "Us" for the purposes of granting the optional "Extended Reporting Period".
 - The right to the "Extended Reporting Period" shall not be available to "You" where "We" cancel or non-renew due to non-payment of premium.
 - The limit of liability for the "Extended Reporting Period" shall be part of, and not in addition to, the limit of liability for the "Policy Period".

4. All notices and premium payments with respect to the "Extended Reporting Period" shall be directed to "Us" through the entity named in the Policy.

IX. TERMS AND CONDITIONS

A. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

1. If any "Claim" is made against "You" during the "Policy Period" (or an "Extended Reporting Period", if applicable), or an "Event" first occurs during the "Policy Period", then as soon as practicable after a member of the "Control Group" becomes aware of such "Claim" or "Event", "You" must provide notice thereof to "Us" through the person identified in ITEM 8. in the Declarations, during the "Policy Period" (or an "Extended Reporting Period", if applicable), including every demand, notice, summons or other process "You" or "Your" representative receive.
2. If during the "Policy Period" a member of the "Control Group" becomes aware of any situation, circumstance, "Wrongful Act", act, error or omission that might reasonably give rise to a "Claim", and if "You" give written notice to "Us" through the person identified in ITEM 8. in the Declarations, as soon as practicable during the "Policy Period", of:
 - a. The specific details of the situation, circumstance, "Wrongful Act", act, error or omission that might reasonably give rise to a "Claim";
 - b. The possible damage which may result or has resulted from the situation, circumstance, "Wrongful Act", act, error or omission;
 - c. A description of how "You" first became aware of the situation, circumstance, "Wrongful Act", act, error or omission; and
 - d. Any "Computer System" security and event logs which provide evidence of the situation, circumstance, "Wrongful Act", act, error or omission,then any subsequent "Claim" made against "You" arising out of such situation, circumstance, "Wrongful Act", act, error or omission which is the subject of the written notice will be deemed to have been first made at the time written notice complying with the above requirements was first given to "Us".
3. A "Claim" shall be considered to be reported to "Us" when notice is first given to "Us" through the person identified in ITEM 8. in the Declarations or when notice of a situation, circumstance, "Wrongful Act", act, error or omission which might reasonably give rise to a "Claim" is first provided in compliance with Section IX.A.2 above. An "Event" shall be considered reported to "Us" when notice is first given to "Us" through the person identified in ITEM 8. in the Declarations.
4. Whenever coverage under this Policy would be lost due to non-compliance of Section IX.A.1.'s notice requirements because of the failure to give such notice, or concealment of such failure, by one or more "You" responsible for causing the "Damage", "Loss" or other amounts potentially insured hereunder, then "We" agree that such insurance as would otherwise be afforded under this Policy shall remain available with respect to those of "You" who did not personally commit, personally participate in committing or personally acquiesce in such failure to give notice, provided that those of "You" entitled to the benefit of this provision provide notice of a "Claim" or "Event" during the "Policy Period" (or "Extended Reporting Period", if applicable), promptly after obtaining knowledge of such failure of any others of "You" to comply with Section IX.A.1.

However, such insurance as afforded by this provision shall not cover a "Claim" against "Your Organization", or an "Event", if a member of the "Control Group" failed to give notice as required by Section IX.A.1 if such "Claim" or "Event" arises from "Wrongful Acts", acts, errors or omissions that were also known to another then current member of the "Control Group".

B. ASSISTANCE AND COOPERATION

1. "You" shall cooperate with "Us" in all investigations. "You" shall execute or cause to be executed all papers and render all assistance as requested by "Us". Part of this assistance may require "You" to provide soft copies of "Your" system security and event logs.
2. Upon "Our" request, "You" shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to "You" because of "Wrongful Acts", acts, errors, or omissions with respect to which insurance is afforded under this Policy; and "You" shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
3. "You" shall not admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any "Claim" without "Our" written consent, unless otherwise provided under Section II.
4. As soon as practicable after "You" give "Us" notice of any "Claim", "Event", or circumstance, "You" must also give "Us" copies of reports, photographs, investigations, pleadings and all other papers in connection therewith, including allowing "Us" to question "You" under oath at such times as may be reasonably required regarding "Your Organization's" books, records, and any other information relating to such matters.
5. In the event of a "Privacy Breach", "Security Breach" or other "Event", "You" must take all reasonable steps to protect "Computer Systems" and "Private Information" from further access, disclosure, loss or damage.

C. DUTIES FOLLOWING NOTICE OF AN EVENT (applicable to Coverages C, F, G and I only).

"You" must see that the following are done if "You" send "Us" notice of an "Event" to which Coverages C, F, G or I potentially apply:

1. at "Our" request, notify the police, FBI, CERT or other applicable law enforcement authority, central reporting or investigative organization that "We" may designate, if it appears that a law may have been broken;
2. immediately take all reasonable steps and measures necessary to limit or mitigate the "Loss";
3. send "Us" copies of every demand, notice, summons, or any other applicable information "You" receive;
4. if requested, permit "Us" to question "You" under oath at such times and places as may be reasonably required about matters relating to this insurance, including "Your" books and records;
5. send "Us" a sworn statement of "Loss" or other amounts incurred containing the information "We" request to resolve, settle or otherwise handle the "Event". "We" will provide "You" with the necessary forms;
6. cooperate with "Us" and counsel "We" may appoint in the investigation of any "Event" covered by this Policy;

7. assist "Us" and counsel "We" may appoint in the investigation or settlement of "Loss";
8. assist "Us" in protecting and enforcing any right of subrogation, contribution or indemnity against any person, organization or other entity that may be liable to "You", including attending depositions, hearings and trials;
9. assist "Us" when a "Telephone Hacking Event" and/or "Funds Transfer Fraud" occurs, and
10. otherwise assist in securing and giving documentation and evidence, and obtaining the attendance of witnesses.

A "Telephone Hacking Event" will be deemed to occur when "You" first discover that a "Telephone Hacking Event" has occurred, or "You" have a reasonable basis to know that a "Telephone Hacking Event" has occurred, including the receipt of any notice, invoice, or billing evidencing unauthorized use of "Telecommunications Services". If any related "Telephone Hacking Events" subsequently occur, and are reported to "Us," all such related "Telephone Hacking Events" will be considered a single "Telephone Hacking Event" and will be deemed to have occurred on the date the first of those "Telephone Hacking Events" occurred.

"Funds Transfer Fraud" will be deemed to occur when "You" first know that a "Funds Transfer Fraud" has occurred, or "You" have a reasonable basis to know that a "Funds Transfer Fraud" has occurred, including any unauthorized electronic funds transfer; theft of "Your" money or other financial assets from "Your" bank by electronic means; theft of money or other financial assets from "Your" corporate credit cards by electronic means; or any fraudulent manipulation of electronic documentation while stored on "Your" "Computer System". If related "Funds Transfer Fraud" events subsequently occur, and are reported to "Us," all such related "Funds Transfer Fraud" events will be considered a single "Funds Transfer Fraud" event and will be deemed to have occurred on the date the first of those "Funds Transfer Fraud" events occurred.

As soon as a "Telephone Hacking Event" and/or "Funds Transfer Fraud" first occurs, "You" must notify us in accordance with Section IX., TERMS AND CONDITIONS, paragraph A. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM.

D. SUBROGATION

In the event of any payment under this Policy, "You" agree to give "Us" the right to any subrogation and recovery to the extent of "Our" payments. "You" agree to execute all papers required and will do everything that is reasonably necessary to secure these rights to enable "Us" to bring suit in "Your" name. "You" agree to fully cooperate in "Our" prosecution of that suit. "You" agree not to take any action that could impair "Our" right of subrogation without "Our" written consent, whether or not "You" have incurred any unreimbursed amounts. Any recoveries shall be applied first to subrogation expenses, second to "Damages", "Claims Expenses" and "Loss" paid by "Us", and third to the Retention. Any additional amounts recovered shall be paid to "You".

E. INSPECTIONS AND SURVEYS

"We" may choose to perform inspections or surveys of "Your" operations, conduct interviews and review documents as part of "Our" underwriting, "Our" decision whether to provide continued or modified coverage, or "Our" processing of any "Claim" or "Event". If "We" make recommendations as a result of these inspections, "You" should not assume that every possible recommendation has been made or that "Your" implementation of a recommendation will prevent a "Claim" or "Event". "We" do not indicate by making an inspection or by providing "You" with a report that "You" are complying with or violating any laws, regulations, codes or standards.

F. OTHER INSURANCE

This insurance shall apply in excess of any other valid and collectible insurance available to "You", including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over this Policy. However, this insurance shall apply as primary in respect of any directors & officers, professional liability, errors & omissions, medical malpractice or professional service liability policy purchased by "You".

G. ACTION AGAINST US

No action shall lie against "Us" or "Our" representatives unless, as a condition precedent thereto: (1) there shall have been full compliance with all terms of this insurance; and (2) until the amount of "Your" obligation to pay shall have been finally determined by judgment or award against "You" after trial, regulatory proceeding, or arbitration or by written agreement between "You", the claimant, and "Us".

"Your" bankruptcy or insolvency shall not relieve "Us" of "Our" obligations hereunder.

H. ENTIRE AGREEMENT

By acceptance of the Policy, "You" agree that this Policy embodies all agreements between "You" and "Us" relating to this insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop "Us" from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by "Us".

I. NEW SUBSIDIARIES/CHANGES IN NAMED INSURED OR YOUR ORGANIZATION

1. During the "Policy Period", if "You" acquire another corporation whose annual revenues are more than twenty-five percent (25%) of "Your Organization's" annual revenues as set forth in its most recent audited financial statements, "You" shall give "Us" written notice of the acquisition containing full details thereof, no later than sixty (60) days after the effective date of such acquisition or creation. Coverage under this Policy for "Wrongful Acts", acts, errors, or omissions committed or allegedly committed by the newly acquired "Subsidiary" or any persons who may become insureds therewith shall be automatic for ninety (90) days after such acquisition or creation or, until the end of the 'Policy Period,' whichever is earlier; after the end of this ninety (90) day period, "We" may agree to add coverage for the newly acquired "Subsidiary" upon such terms, conditions, and limitations of coverage and such additional premium as "We", in "Our" sole discretion, may require.
2. During the "Policy Period", if the "Named Insured" consolidates or merges with or is acquired by another entity, or sells substantially all of its assets to another entity, or a receiver, conservator, trustee, liquidator, or rehabilitator, or any similar official is appointed for or with respect to the "Named Insured", then all coverage under this Policy shall continue for post-transaction "Claims" first made prior to the expiration of the "Policy Period" but only for "Wrongful Acts", acts, errors or omissions that occurred prior to the date of such consolidation, merger or appointment. Coverage under this Policy shall not continue for "Events" that first commence post-transaction but prior to the expiration of the "Policy Period", unless coverage for such "Events" is specifically agreed to by "Us" and provided by endorsement hereto.

3. Should an entity cease to be a "Subsidiary" after the inception date of this Policy, coverage with respect to such entity and its insured persons shall continue as if it was still a "Subsidiary" until the expiration date of this Policy, but only with respect to a "Claim" that arises out of any "Wrongful Act", act, error, or omission committed prior to the date that it ceased to be a "Subsidiary".
4. All notices and premium payments made under this paragraph shall be directed to "Us" through the "Named Insured".

J. ASSIGNMENT

"Your" interest under this Policy may not be assigned to any other person or organization, whether by operation of law or otherwise, without "Our" written consent. If "You" shall die or be adjudged incompetent, such insurance shall cover "Your" legal representative as "You" would be covered under this Policy.

K. CANCELLATION AND NON-RENEWAL

This Policy may be cancelled or non-renewed by "You" at any time on request by sending a prior written notice to "Us" stating when thereafter the cancellation will be effective.

1. "We" may not cancel this Policy, except for nonpayment of Premium. If "We" cancel this Policy for non-payment of Premium, "We" will provide "You" with at least twenty (20) days advance written notice.
2. If this Policy is cancelled by "You", "We" shall refund the unearned Premium computed pro-rata. If this Policy is cancelled by "Us", the refund of paid Premium shall be computed pro-rata. Payment or tender of any unearned Premium by "Us" shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable. No Premium will be refunded where any "Claims" or circumstances have been notified under this Policy.
3. "We" may non-renew this Policy by providing "You" with at least sixty (60) days written notice before the expiration date. If the notice is given less than sixty (60) days before expiration, Coverage will remain in effect until sixty (60) days after notice is mailed. The Premium due for any period of Coverage that extends beyond the expiration date will be determined pro-rata based upon this Policy's total Premium for the expiring Policy Period.
4. Any offer to renew this Policy on terms involving a change in Retentions, Limit of Liability, Premium or other terms or conditions will not constitute a refusal to renew this Policy.

L. WORDS AND TITLES OF PARAGRAPHS

The titles of paragraphs, section, provisions, or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy. Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

M. NAMED INSURED AUTHORIZATION

The "Named Insured" has the right and duty to act on "Your" behalf for:

1. the giving and receiving of notice of cancellation;
2. the payment of premiums, including additional premiums;

3. the receiving of any return premiums;
4. the acceptance of any endorsements added after the effective date of coverage;
5. the payment of any retentions;
6. the receiving of any amounts paid hereunder; and
7. otherwise corresponding with "Us".

N. REPRESENTATIONS BY YOU

By acceptance of this Policy, "You" agree that the statements contained in the "Application", any application for coverage of which this Policy is a renewal, and any supplemental materials submitted therewith, are "Your" agreements and representations, that they shall be deemed material to the risk assumed by "Us", and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by "You" or "Your" agent in the "Application", any application for coverage of which this Policy is a renewal, or any supplemental materials submitted therewith will render the Policy null and void and relieve "Us" from all liability under the Policy.

O. SERVICE OF SUIT CLAUSE (U.S.A.)

1. It is agreed that in the event of "Our" failure to pay any amount claimed to be due under this Policy, at "Your" request "We" will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of "Our" rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process in such suit may be made upon "Our" representative, designated in the Policy, and that in any suit instituted against any one of "Us" upon this contract, "We" will abide by the final decision of such court or of any appellate court, in the event of an appeal.
2. "Our" representative designated in the Policy is authorized and directed to accept service of process on "Our" behalf in any such suit and/or upon "Your" request to give a written undertaking to "You" that they will enter a general appearance upon "Our" behalf in the event such a suit shall be instituted.
3. Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, "We" hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as "Our" true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of "You" or any beneficiary hereunder arising out of this Policy, and hereby designate "Our" representative listed in the Policy as the person to whom the said officer is authorized to mail such process or a true copy thereof.

P. CHOICE OF LAW

Any disputes involving this Policy shall be resolved applying the laws of the state identified in ITEM 10. of the Declarations.

Q. ARBITRATION

Any controversy arising out of or relating to this policy or the breach, termination or invalidity thereof shall be settled by binding arbitration in accordance with the commercial arbitration rules, but not the authority or jurisdiction, of the American Arbitration Association (herein "AAA") then in effect. "We" and the "Named Insured" shall each appoint an arbitrator. Each arbitrator must be disinterested other than the "Named Insured" or any present or former officers or directors of the Insured. As soon as one party notifies the other of its demand for arbitration and names its arbitrator, the other party agrees to name its arbitrator within thirty (30) days of said notice. Within thirty (30) days of the naming of the second arbitrator, the two arbitrators will select a third arbitrator to be chairman of the panel, other than the "Named Insured" or any present or former officers or directors of the Insured. Should the two arbitrators not be able to agree on a choice of the third, then the Chief Judge of the chosen competent jurisdiction will make the appointment of such third arbitrator. None of the arbitrators may be current or former officers, directors, or employees of the "Named Insured" or "Us." The three arbitrators will comprise the arbitration panel for the purposes of this Policy.

Each party to this policy will submit its case with supporting documents to the arbitration panel within thirty (30) days after appointment of the third arbitrator. However, the panel may agree to extend this period for a reasonable time. Unless extended by the consent of the parties, the majority of the three arbitrators will issue a written decision resolving the controversy before them within thirty (30) days of the time the parties are required to submit their cases and related documentation. The arbitrators' written decision will state the facts reviewed, conclusions reached and the reasons for these conclusions. That decision will be final and binding upon the parties in any court of competent jurisdiction.

Each party will pay the fees and expenses of its arbitrator, unless otherwise agreed by the parties. The remaining costs of arbitration will be shared equally by the parties.

Arbitration will take place in a competent jurisdiction agreed to by the parties.

Any disputes involving this Policy shall be resolved applying the substantive law as designated in ITEM 10. of the Declarations.

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Oakbrook Terrace, Illinois.


PRESIDENT


SECRETARY



BCS Insurance Company
2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181
(312) 803-7384

CYBER DECEPTION ENDORSEMENT

CYBER AND PRIVACY LIABILITY POLICY

94.510-1 (07/19)

This Endorsement, effective at 12:01 a.m. CST, on December 7, 2020 forms part of:

Policy No.: RPS-Q-50190226M/1

Issued to: City of Glen Cove

Issued by: BCS Insurance Company

Retention: The retention for a "Loss" resulting from a "Cyber Deception Event" is as stated in ITEM 4.I.8 of the Declarations. A single retention shall apply to a "Cyber Deception Event" arising out of the same, related, or continuing acts, facts, or circumstances.

Sublimit: The most "We" will pay for a "Loss" resulting from a "Cyber Deception Event" is the amount stated in ITEM 3.II.1.8 of the Declarations. Such sub-limit shall be part of and not in addition to the "Policy Aggregate Limit".

For the avoidance of doubt, if a "Cyber Deception Event" arises from the same or a series of related or repeated acts, errors, or omissions or from any continuing acts, errors, or omissions then this shall be considered a single "Event" for the purposes of this policy and furthermore each corresponding retention shall apply separately to the applicable portion of such single "Event", and in no event shall the corresponding retentions be combined to create a larger retention amount than that exists for each corresponding retention.

This Endorsement modifies insurance provided under the following:

CYBER AND PRIVACY LIABILITY POLICY

In consideration of the premium required for the Cyber Deception Endorsement, and subject to all of the terms, conditions and exclusions in the Policy referenced above, (except as amended by this Endorsement), the Company hereby agrees to extend coverage to the Insured as follows:

CYBER DECEPTION

"We" shall reimburse "Your Organization" for the "Loss of Funds" or for the "Value of Goods" transferred which occur as a direct result of a "Cyber Deception Event" (which follows the "Retroactive Date" on the Declarations) which is notified to "Us" during the "Policy Period".

A. DEFINITIONS:

"Account" means any bank account held in the name of "Your Organization" or value stored in the form of cryptocurrency;

"Client" means any individual or entity to whom "You" are contracted to perform services or supply goods;



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"Cyber Deception" means the intentional misleading of "You" by means of a dishonest misrepresentation of a material fact contained or conveyed within an electronic or telephonic communication(s) and which relied upon by "You" believing it to be genuine.

"Cyber Deception Event" means:

1. The good faith transfer by "You" of "Your Organization's" funds or the transfer of "Your Goods", in lieu of payment, to a third party as a direct result of a "Cyber Deception", whereby "You" were directed to transfer "Goods" or pay funds to a third party under false pretenses; or
2. The theft of "Your Organization's" funds as a result of an unauthorized intrusion into or "Security Compromise" of "Your" "Computer System" directly enabled as a result of a "Cyber Deception".

Solely with respect to this Endorsement, the definition of "Event" is amended to include a "Cyber Deception Event".

"Goods" means those products supplied by "You" to a "Client" under a contract.

"Loss of Funds" means the loss of money from "Your" "Account", or the loss of money held on behalf of "Your" customers or clients. "Loss of Funds" shall not include:

1. Any fees, fines or charges assessed against "You" or any expenses "You" incur as a result of any "Cyber Deception Event"; or
2. The cost of "Your" time in identifying and rectifying the "Cyber Deception Event".

Solely with respect to this Endorsement, the definition of "Loss" is amended to include "Loss of Funds".

"Value of Goods" means the cost price of those "Goods" excluding:

1. Any element of profit to "Your Organization"; or
2. Any tax which "You" may be able to recover as a result of "Goods" being misappropriated by way of the "Cyber Deception Event".

Solely with respect to this Endorsement, the definition of "Loss" is amended to include the "Value of Goods".

B. NOTICE OF CYBER DECEPTION EVENT

If any "Cyber Deception Event" occurs, then as soon as reasonably practicable after "Your" Chief Executive Office, Finance Director, General Counsel, or Risk Manager or their functional equivalents becomes aware of such "Cyber Deception Event", "You" shall notify "Us" by forwarding notice to the persons named in Item 8. of the Declarations and giving as much details as possible of the following:

1. Specific details of the acts, facts, or circumstances that gave rise to the "Cyber Deception Event";
2. Possible amounts potentially covered under this policy that may result or have resulted from the acts, facts or circumstances;
3. Details regarding how "You" first became aware of the acts, facts, or circumstances; and
4. The "Computer Network" security and event logs, which provide evidence of the alleged incident.



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Any subsequent "Cyber Deception Event" arising out of such acts, facts, or circumstances which is the subject of the written notice will be deemed to be a "Cyber Deception Event" at the time written notice complying with the above requirements was first given to "Us".

C. EXCLUSIONS

"We" shall not be liable for any "Cyber Deception Event" arising out of:

1. Any "Cyber Deception Event", which was first committed or occurred prior to the "Retroactive Date";
2. Any "Cyber Deception Event" notified to and accepted by a previous insurer under an insurance policy of which this policy is a renewal or replacement;
3. Any "Loss of Funds" or "Value of Goods" arising out of or caused by:
 - a. The wear and tear, drop in performance, progressive or gradual deterioration, or aging of electronic equipment and other property or "Hardware" used by "You";
 - b. Failure by "You" or those acting on "Your" behalf to maintain any computer, computer network or network, computer software, or any other equipment;
 - c. Failure or gradual deterioration of overhead transmission, distribution lines or subterranean insulation or cabling;
 - d. "Your" knowing use of illegal or unlicensed programs that are in violation of provisions or laws referring to software protection; or
 - e. The existence, emission, or discharge of any electromagnetic field, electromagnetic radiation, or electromagnetism that actually or allegedly affects the health, safety, or condition of any person or the environment or that affects the value, marketability, condition, or use of any property.
4. Gambling, pornography, prizes, awards, coupons, or the sale or provision of prohibited, restricted, or regulated items including, but not limited to, alcoholic beverages, tobacco, or drugs.

D. CANCELLATION AND NONRENEWAL

"You" may not cancel the coverage afforded by this Endorsement unless "You" cancel this entire Policy pursuant to Section IX. K. of this Policy.



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NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

94.102 (01/15)

This Endorsement, effective at 12:01 a.m. CST, on December 7, 2020 forms part of:

Policy No.: RPS-Q-50190226M/1

Issued to: City of Glen Cove

Issued by: BCS Insurance Company

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the design, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.



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(312) 803-7384

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.



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RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY DIRECT (U.S.A.)

94.103 01/15

This Endorsement, effective at 12:01 a.m. CST, on December 7, 2020 forms part of:

Policy No.: RPS-Q-50190226M/1

Issued to: City of Glen Cove

Issued by: BCS Insurance Company

When attached to the Policy, (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) provides worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

All other terms and conditions of this Policy shall remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



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BREACH RESPONSE TEAM ENDORSEMENT

94.805 (06/17)

The following vendors have been approved to support "You" in the event of a "Security Breach". "You" do not require "our" prior written consent to contact these vendors:

"Breach Response Counsel":

Baker & Hostetler LLP

24/7 Breach Response hotline - **1-866-288-1705**

"Breach Response Team":

Kroll

Data Breach Hotline - **1-877-300-6816**

CyberResponse@kroll.com



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NEW YORK AMENDATORY ENDORSEMENT

94.801 NY (07/19)

This Endorsement, effective at 12:01 a.m. CST, on 12/07/2020 forms part of:

Policy No.: RPS-Q-50190226M/1

Issued to: City of Glen Cove

This endorsement modifies insurance provided under the following:

CYBER AND PRIVACY LIABILITY POLICY

The following changes are made to the policy:

- I. The Claims-Made Notice on the first page of the Policy is replaced by the following:

NOTICE: COVERAGES A., B., D., E. AND H. UNDER THIS POLICY ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST YOU DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. COVERAGES C., F., G. and I. UNDER THIS POLICY APPLY TO LOSS FROM EVENTS THAT FIRST OCCUR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD THAT YOU FIRST LEARN OF AND REPORT TO US DURING THE POLICY PERIOD AS REQUIRED HEREIN. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION(S). IN THE EVENT THE LIMIT OF LIABILITY IS EXHAUSTED, WE SHALL NOT BE LIABLE FOR FURTHER CLAIM EXPENSES OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT, TERMS THAT APPEAR IN "QUOTATIONS" HAVE SPECIAL MEANINGS. SEE THE DEFINITIONS FOR MORE INFORMATION. PLEASE READ THIS POLICY CAREFULLY.

- II. Section I. **COVERAGES**, paragraph A. **PRIVACY LIABILITY (INCLUDING EMPLOYEE PRIVACY)** is replaced by the following:

A. PRIVACY LIABILITY (INCLUDING EMPLOYEE PRIVACY)

"We" shall pay on "Your" behalf "Damages" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" during the "Policy Period" or any applicable "Extended Reporting Period" arising out of a "Privacy Wrongful Act" occurring on or after the "Retroactive Date" and before the end of the "Policy Period", harming any third (3rd) party or "Employee".

- III. Section I. **COVERAGES**, paragraph B. **PRIVACY REGULATORY CLAIMS COVERAGE** is replaced by the following:

B. PRIVACY REGULATORY CLAIMS COVERAGE

"We" shall pay on "Your" behalf "Consumer Redress Funds", "HIPPA Corrective Action Plan Costs" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Regulatory Claim" first made against "You" during the "Policy Period" or any applicable "Extended Reporting Period" arising out of a "Privacy Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

- IV. Section I. **COVERAGES**, paragraph D. **SECURITY LIABILITY** is replaced by the following:

D. SECURITY LIABILITY

"We" shall pay on "Your" behalf "Damages" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" during the "Policy Period" or any



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2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181
(312) 803-7384

applicable "Extended Reporting Period" arising out of a "Security Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

V. Section **I. COVERAGES**, paragraph **E. MULTIMEDIA LIABILITY** is replaced by the following:

E. MULTIMEDIA LIABILITY

"We" shall pay on "Your" behalf "Damages" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" during the "Policy Period" or any applicable "Extended Reporting Period" arising out of a "Multimedia Wrongful Act" occurring after the "Retroactive Date" and before the end of the "Policy Period".

VI. Section **I. COVERAGES**, paragraph **H. PCI DSS ASSESSMENT** is replaced by the following:

H. PCI DSS ASSESSMENT

"We" shall pay on "Your" behalf "Damages" and "Claims Expenses" that "You" become legally obligated to pay in excess of the applicable retention resulting from a "Claim" first made against "You" during the "Policy Period" or any applicable "Extended Reporting Period" arising out of a "PCI DSS Wrongful Act" occurring on or after the "Retroactive Date" and before the end of the "Policy Period".

VII. Section **II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS**, paragraph **A.** is replaced by the following:

A. "We" shall have the right and duty to defend, subject to the "Policy Aggregate Limit" and applicable "Sublimits of Liability", exclusions and other terms and conditions of this Policy, any "Claim" against "You" seeking "Damages" which are potentially payable under the terms of this Policy, even if any of the allegations of the "Claim" are groundless, false, or fraudulent.

"You" shall have the right to:

1. appoint defense counsel, or to consent to "Our" choice of defense counsel, which consent shall not be unreasonably withheld.
2. participate in, and assist in the direction of, the defense of any "Claim"; and
3. consent to a settlement, which consent shall not be unreasonably withheld.

"We" agree that "You" may settle any "Claim" where the "Damages" and "Claims Expenses" do not exceed fifty percent (50%) of the applicable retention, provided that the entire "Claim" is resolved and "You" receive a full release from all claimants.

"We" shall have the right to make any investigation We" deem necessary, including without limitation, any investigation with respect to the "Application" and statements made in the "Application" and with respect to potential coverage.

The "Policy Aggregate Limit" and "Sublimits of Liability" available to pay "Damages", "Claims Expenses" and "Loss" shall be reduced and may be completely exhausted by payment of such "Damages", "Claims Expenses" and "Loss" and shall be applied against the applicable retention "You" pay.

VIII. Section **II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS**, paragraph **C.** is replaced by the following:

C. "We" shall not be obligated to pay any "Damages", "Claims Expenses" or "Loss" or to undertake any defense of any "Claim", after the "Policy Aggregate Limit" or applicable "Sublimit(s) of Liability" have been exhausted by payment of "Damages", "Claims Expenses" and/or "Loss".



IX. The following is added to Section **II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS:**

Transfer of Defense Duties When a Limit is Used Up

1. If "We" conclude that, based on "Claims" which have been reported to "Us" and to which this insurance may apply, the aggregate limit of liability is likely to be used up in the payment of judgments or settlements or "Claim Expenses", "We" will notify the first Named insured, in writing, to that effect.
2. When the aggregate limit of liability described in item 1. above has actually been used up in the payment of judgments or settlements or "Claim Expenses":
 - a. "We" will notify the first Named Insured, in writing, as soon as practicable, that:
 - 1) Such limit has actually been used up; and
 - 2) "Our" duty to defend "Claims" or suits seeking "Damages", "Losses", "Crisis Management Costs" or "Breach Response Costs" subject to that limit has also ended.
 - b. "We" will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all "Claims" and suits seeking "Damages", "Losses", "Crisis Management Costs" or "Breach Response Costs" which are subject to that limit and which are reported to "Us" before that limit is used up. That Insured must cooperate in the transfer of control of said "Claims" and suits.

"We" agree to take such steps, as "We" deem appropriate, to avoid a default in, or continue the defense of, such suits until such transfer is completed, provided the appropriate Insured is cooperating in completing such transfer.

"We" will take no action whatsoever with respect to any "Claim" or suit seeking "Damages", "Losses", "Crisis Management Costs" or "Breach Response Costs" that would have been subject to that limit, had it not been used up, if the "Claim" or suit is reported to "Us" after that limit of liability has been used up.
 - c. The first Named Insured, and any other Insured involved in a suit seeking "Damages", "Losses", "Crisis Management Costs" or "Breach Response Costs" subject to that limit, must arrange for the defense of such suit within such time period as agreed to between the appropriate Insured and "Us". Absent any such agreement, arrangements for the defense of such suit must be made as soon as practicable.
3. The first Named Insured will reimburse "Us" for expenses "We" incur in taking those steps it deems appropriate in accordance with Paragraph **2.b.** above.

The duty of the first Named Insured to reimburse "Us" will begin on:

 - a. The date on which the applicable limit of liability is used up, if "We" sent notice in accordance with Paragraph **1.** above; or
 - b. The date on which "We" sent notice in accordance with Paragraph **2.a.** above, if "We" did not send notice in accordance with Paragraph **1.** above.
4. The exhaustion of any limit of liability by the payments of judgments or settlements or "Claim Expenses", and the resulting end of "Our" duty to defend, will not be affected by "Our" failure to comply with this **Transfer of Defense Duties When a Limit is Used Up** provision.

X. Section **IV. EXCLUSIONS**, paragraph **B.** is replaced by the following:

- B. "Your" employment practices or any alleged or actual discrimination against any person or entity on any basis, including without limitation, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, sex, sexual orientation, or pregnancy; provided, however, this exclusion shall not apply to any "Claim" alleging a "Privacy Wrongful Act" or "Security Wrongful Act" in connection with an "Employee's" or prospective employee's employment that is based on vicarious liability or disparate impact;



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Oakbrook Terrace, IL 60181
(312) 803-7384

XI. Section **IV. EXCLUSIONS**, paragraph **F.** is replaced by the following:

F. Any of the following:

1. Any presence of "Pollutants";
2. Any actual, alleged or threatened discharge, dispersal, release, or escape of "Pollutants";
3. Any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize "Pollutants" or in any way respond to or assess the effects of "Pollutants";
4. Manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials, or products containing asbestos, asbestos fibers or dust;
5. Ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
6. The radioactive, toxic, or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
7. The existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment or that affects the value, marketability, condition or use of any property;

XII. Section **IV. EXCLUSIONS**, paragraph **H.** is replaced by the following:

H. Any of the following:

1. Act Of Terrorism";
2. strike or similar labor action;
3. war (whether declared or not), civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or any action taken by governmental authority to hinder or defend against these actions;

XIII. Section **IV. EXCLUSIONS**, paragraph **J.** is replaced by the following:

- J. Any criminal conduct, dishonest act, unfair or deceptive business practice, fraudulent or malicious act, or error or omission committed by "You" with actual criminal, dishonest, fraudulent or malicious purpose; provided, however, this exclusion shall not apply to:
1. "Claims Expenses" incurred in defending any such "Claim" until there is a final adjudication, judgment, binding arbitration decision or conviction against "You" in such "Claim" or an admission by "You" establishing such conduct, or a plea of nolo contendere or no contest by "You" regarding such conduct, in which event "You" shall reimburse "Us" for all "Claims Expenses" that "We" have paid and "We" shall have no further liability for "Claims Expenses" from such "Claim"; and
 2. any of "You" who did not personally commit, personally participate in committing or personally acquiesce in such conduct, except that this exclusion shall apply with respect to "Your Organization" if an admission, final adjudication, or finding in a proceeding separate or collateral to the "Claim" establishes that a current member of the "Control Group" in fact engaged in such conduct.

However, "We" shall have no duty to defend "You", nor shall "We" pay "Claim Expenses", for any criminal proceedings;

XIV. The following are added to Section **IV. EXCLUSIONS**:

Any punitive, exemplary or multiplied "Damages".

Any intentional act; however, this exclusion does not apply to "Your" vicarious liability.



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Oakbrook Terrace, IL 60181
(312) 803-7384

XV. Section **V. DEFINITIONS**, the definition of “**Act Of Terrorism**” is replaced by the following:

“Act Of Terrorism” means an act certified by the Secretary of Treasury pursuant to the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The Terrorism Risk Insurance Act includes the following criteria;

1. the act resulted in property and casualty insurance losses exceeding \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

XVI. The following is added to the definition of “**Consumer Redress Funds**” in Section **V. DEFINITIONS**:

“Consumer Redress Funds” does not include any fine or penalty imposed by law.

XVII. Section **V. DEFINITIONS**, the definition of “**Damages**” is replaced by the following:

“Damages” means:

1. Solely with respect to Coverages A, D, or E, a monetary judgment, award or settlement, including:
 - a. Pre-judgment interest;
 - b. Post-judgment interest that accrues after entry of the judgment or award and before “We” have paid, offered to pay or deposited in court that part of the judgment or award within the applicable Limits of Liability;
2. Solely with respect to Coverage B, “Consumer Redress Funds”; and
3. Solely with respect to Coverage H, a “PCI DSS Assessment” or a settlement of a “PCI DSS Assessment”.

“Damages” shall not include or mean:

- 1) “Your” future profits, restitution, or disgorgement of profits; or “Your” cost to comply with any order granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;
- 2) “Your” return or offset of fees, charges, royalties, or commissions for goods or services already provided or contracted to be provided;
- 3) fines or penalties of any nature, except those that are part of “Consumer Redress Funds” as identified above, or sought in a “PCI DSS Assessment”;
- 4) any amount “You” are not financially or legally obligated to pay;
- 5) punitive, exemplary or multiplied “Damages”;
- 6) any donations or contributions to any charitable organization; or
- 7) charge backs, interchange fees, discount fees or prospective services fees sought, awarded or agreed to as part of a settlement in a “PCI DSS Assessment”.

XVIII. Section **V. DEFINITIONS**, the definition of “**Extended Reporting Period**” is replaced by the following:

“Extended Reporting Period” means the period of time after “Termination of Coverage” for reporting “Claims” as provided in Section VIII. of this Policy.

XIX. The following is added to the definition of “**PCI DSS Assessment(s)**” in Section **V. DEFINITIONS**:

“PCI DSS Assessment(s)” does not include any fine or penalty imposed by law.

XX. Section **V. DEFINITIONS**, the definition of “**Regulatory Fines**” is deleted.

XXI. Section **V. DEFINITIONS**, the definition of “**Retroactive Date**” is replaced by the following:

“Retroactive Date” means the date specified in ITEM 7. of the Declarations. Once a “Retroactive Date” is established, it may not be changed during the term of the claims-made relationship and any “Extended Reporting Period”.



XXII. The following definitions are added to Section **V. DEFINITIONS**:

"Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Termination of Coverage" means, whether made by "Us" or "You" at any time:

1. cancellation or non-renewal of this Policy; or
2. decrease in limits, reduction of coverage, increased deductible or self-insured retention, new exclusion, or any other change in coverage less favorable to "You".

XXIII. Section **VIII. EXTENDED REPORTING PERIOD** is replaced by the following:

VIII. EXTENDED REPORTING PERIOD – ONLY APPLICABLE TO COVERAGES A., B., D., E. and H.

- A. Basic "Extended Reporting Period": In the event of "Termination of Coverage", an "Extended Reporting Period" of sixty (60) days immediately following such "Termination of Coverage" shall be automatically granted hereunder at no additional premium. Such "Extended Reporting Period" shall cover "Claims" first made during such sixty (60) day "Extended Reporting Period" but only in respect of any act, error, or omission committed prior to the date of "Termination of Coverage", and subject to all other terms, conditions, and exclusions of this Policy. No "Claim" in such sixty (60) day extended reported period shall be covered under this Policy if "You" are entitled to indemnity under any other valid and collectible insurance or would have been entitled to indemnity under such insurance but for the exhaustion thereof. The limit of liability for the Basic "Extended Reporting Period" shall be part of, and not in addition to, the limit of liability for the "Policy Period".
- B. Within thirty (30) days after "Termination of Coverage", "We" will advise "You" in writing of the Basic "Extended Reporting Period" and the availability of, the premium for, and the importance of purchasing Optional "Extended Reporting Period" coverage. Upon cancellation of this Policy due to non-payment of premium or fraud on "Your" part, "We" shall not be required to provide a premium quotation for the Optional "Extended Reporting Period" coverage unless "You" request it.
- C. Optional "Extended Reporting Period":
 1. In the event of "Termination of Coverage", "You" shall have the right, upon payment in full and not proportionally or otherwise in part, to have issued an endorsement providing an Optional "Extended Reporting Period" after the end of the "Policy Period" as follows.

Extended Reporting Period	Extended Reporting Period Premium
12 Months	95% of the Expiring Annual Policy Premium
24 Months	150% of the Expiring Annual Policy Premium
36 Months	200% of the Expiring Annual Policy Premium

If the Optional "Extended Reporting Period" is purchased, it shall include the Basic "Extended Reporting Period" described in paragraph **A.** above.

2. Such Optional "Extended Reporting Period" shall cover "Claims" made during this Optional "Extended Reporting Period", but only in respect of any "Claim" arising out of any act, error, or omission committed prior to the date of "Termination of Coverage", and subject to all other terms, conditions, and exclusions of the Policy.
3. "You" shall have the greater of the following in which to submit written acceptance of the Optional "Extended Reporting Period":
 - a. sixty (60) days from the effective date of "Termination of Coverage"; or
 - b. thirty (30) days from the date of mailing or delivery of the advice required by paragraph **B.** above.



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Oakbrook Terrace, IL 60181
(312) 803-7384

4. In order for "You" to invoke the Optional "Extended Reporting Period", the payment of additional premium as stated in this provision must be paid promptly when due". All premium payments with respect to the Optional "Extended Reporting Period" shall be directed to "Us" through the entity named in the Policy. The additional premium charged for the Optional "Extended Reporting Period" shall be based upon rates in effect on the date this Policy was issued or last renewed. "We" shall not charge a different premium for such coverage due to any change in "Our" rates, rating plans or rating rules subsequent to issuance or last renewal of this Policy.
5. At the commencement of the Optional "Extended Reporting Period", the entire premium shall be deemed fully earned, and in the event "You" terminate the Optional "Extended Reporting Period" for whatever reason prior to its natural expiration, "We" will not be liable to return any premium paid for the Optional "Extended Reporting Period".
6. The right to the Optional "Extended Reporting Period" shall not be available to "You" if the claims-made relationship has continued for less than one (1) year and "We" cancel or non-renew due to non-payment of premium or fraud.
7. The limits of liability for the Optional "Extended Reporting Period" shall be as follows:
 - a. If the claims-made relationship between "You" and "Us" has been continuous for a period of three (3) years or more, then the aggregate limit of liability for the Optional "Extended Reporting Period" shall be equal to the aggregate limit of liability for the "Policy Period".
 - b. If the claims-made relationship has continued for a period of less than three (3) years, then the aggregate limit of liability for the Optional "Extended Reporting Period" shall be at least equal to the greater of:
 - 1) Fifty percent (50%) of the annual aggregate limit of liability for the "Policy Period"; or
 - 2) The amount of coverage remaining in the annual aggregate liability limit for the "Policy Period".
8. During the claims-made relationship and any "Extended Reporting Period", a person employed by or otherwise affiliated with "You" and covered by "Your" claims-made Policy during such affiliation shall continue to be covered under such Policy and any "Extended Reporting Period" after such affiliation has ceased for such person's covered acts or omissions during such affiliation.
9. If "You" are a corporation, partnership or other entity, any "Extended Reporting Period" available to "You" upon "Termination of Coverage" shall be available to any person covered under this Policy, if
 - a. "You" have been placed in liquidation or bankruptcy or permanently cease operations;
 - b. "You" or "Your" designated trustee do not purchase Optional "Extended Reporting Period" coverage;
 - c. Such person requests the Optional "Extended Reporting Period" coverage within one hundred twenty (120) days of the "Termination of Coverage"; and
 - d. Such person pays the additional premium due."We" shall have no obligation to provide any notice to any such person of the availability of this Optional "Extended Reporting Period" coverage. "We" may charge the person for whom the Optional "Extended Reporting Period" coverage is provided a premium commensurate with such coverage.

D. All notices with respect to the "Extended Reporting Period" shall be directed to either "Us" through the entity named in the Policy or to an authorized agent of "Ours".

XXIV. The following is added to Section IX. TERMS AND CONDITIONS, paragraph A. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM:

Notice given by or on "Your" behalf, or written notice by or on behalf of the injured person or any other claimant, to any licensed agent of "Ours" in the State of New York, with particulars sufficient to identify "You", shall be deemed notice to "Us". Therefore, any requirement to give notice through the person identified in Item 8. in the Declarations can be satisfied by giving notice as described in this provision.



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Oakbrook Terrace, IL 60181
(312) 803-7384

Failure to give notice within the time prescribed by this Policy shall not invalidate any "Claim" made by "You", an injured person or any other claimant unless the failure to provide timely notice has prejudiced "Us". With respect to a claims made policy, the "Claim" shall be made during the "Policy Period", any renewal thereof, or any applicable "Extended Reporting Period". However, failure to give notice within the time prescribed shall not invalidate any "Claim" made by "You", an injured person or any other claimant if it shall be shown not to have been reasonably possible to give notice within the time prescribed and notice was given as soon as reasonably possible thereafter.

XXV. Section **IX. TERMS AND CONDITIONS**, paragraph **G. ACTION AGAINST US** is replaced by the following:

G. ACTION AGAINST US

No action shall lie against "Us" or "Our" representatives unless, as a condition precedent thereto: (1) there shall have been full compliance with all terms of this insurance; and (2) until the amount of "Your" obligation to pay shall have been determined by judgment or award against "You" after trial, regulatory proceeding, or arbitration or by written agreement between "You", the claimant, and "Us".

If "We" disclaim liability or deny coverage based upon the failure to provide timely notice, then the injured person or other claimant may maintain an action directly against "Us", in which the sole question is "Our" disclaimer or denial based on the failure to provide timely notice. However, this only applies if neither the "You" nor "We" within 60 days following such disclaimer or denial:

1. initiates an action to declare the rights of the parties under the Policy; and
2. names the injured person or other claimant as a party to the action.

"Your" bankruptcy or insolvency or of "Your" estate shall not relieve "Us" of "Our" obligations hereunder.

XXVI. Section **IX. TERMS AND CONDITIONS**, paragraph **H. ENTIRE AGREEMENT** is replaced by the following:

H. ENTIRE AGREEMENT

By acceptance of the Policy, "You" agree that this Policy embodies all agreements between "You" and "Us" relating to this insurance. Notice or knowledge possessed by any person, other than an authorized agent of "Ours", shall not effect a waiver or a change in any part of this Policy or stop "Us" from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by "Us".

XXVII. Section **IX. TERMS AND CONDITIONS**, paragraph **K. CANCELLATION AND NON-RENEWAL** is replaced by the following:

K. CANCELLATION, CONDITIONAL RENEWAL AND NON-RENEWAL

1. This Policy may be cancelled or non-renewed by "You" at any time on request by sending a prior written notice to "Us" stating when thereafter the cancellation will be effective.
2. "We" may not cancel this Policy, except for nonpayment of Premium. If "We" cancel this Policy for non-payment of Premium, "We" will mail or deliver written notice to "You" at least twenty (20) days before the effective date of cancellation. "We" will mail or deliver such notice, including the actual reason for cancellation, to "You" at the address shown in the Policy. We will mail a copy to "Your" agent or broker, if any. The notice shall include the total amount of Premium due. If notice is mailed, proof of mailing shall be sufficient proof of notice.
3. If this Policy is cancelled by "You", "We" shall refund the unearned Premium computed pro-rata. If this Policy is cancelled by "Us", the refund of paid Premium shall be computed pro-rata. Payment or tender of any unearned Premium by "Us" shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.
4. If "We" elect to:
 - a. non-renew this Policy; or
 - b. condition this Policy's renewal upon:



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Oakbrook Terrace, IL 60181
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- 1) a change in limits;
- 2) a change in the type of coverage;
- 3) a reduction of coverage;
- 4) an increased retention; or
- 5) a premium increase in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

"We" will mail or deliver written notice to "You", at the address shown in the Policy, at least sixty (60) but no more than one hundred and twenty (120) days prior to the expiration date. We will mail a copy to "Your" agent or broker, if any. The notice will include the actual reason for the non-renewal or conditional renewal and will include the amount of any premium increase and the nature of any proposed change. If notice is mailed, proof of mailing shall be sufficient proof of notice.

"We" are not required to mail or deliver notice of non-renewal or conditional renewal to "You" if "You", your agent or broker, or another insurer mails or delivers written notice to "Us" that the Policy has been replaced or is no longer desired.

5. a. If a non-renewal notice or conditional renewal notice as required by item 4. is provided late by "Us" but prior to the expiration date of this Policy, coverage shall remain in effect, at the same terms and conditions of the expiring Policy and at the lower of the current rates or the prior period's rates, until sixty (60) after the notice is mailed or delivered, unless "You" have replaced coverage or elected to cancel, in which event such cancellation shall be on a pro rata premium basis.
 - b. If a non-renewal notice or conditional renewal notice as required by item 4. is provided late by "Us" on or after the expiration date of this Policy, coverage shall remain in effect, at the same terms and conditions of the expiring Policy for another required policy period, and at the lower of the current rates or the prior period's rates, unless "You" during the additional required policy period have replaced coverage or elected to cancel, in which event such cancellation shall be on a pro rata premium basis.
 - c. Items a. and b. above shall not create a new annual aggregate liability limit, except that the annual aggregate limit of the expiring policy shall be increased in proportion to any policy extension issued pursuant to item a. or b.
6. If "You" elect to renew this Policy on the basis of the conditional renewal notice, then such terms, conditions and rates shall govern the Policy upon expiration of such sixty (60) day period, unless such notice was provided at least thirty (30) days prior to the expiration date of the Policy, in which event the terms, conditions and rates set forth in the conditional renewal notice shall apply as of the renewal date.

XXVIII. Section **IX. TERMS AND CONDITIONS**, paragraph **N. REPRESENTATIONS BY YOU** is replaced by the following:

N. REPRESENTATIONS BY YOU

By acceptance of this Policy, "You" agree that the statements contained in the "Application", any application for coverage of which this Policy is a renewal, and any supplemental materials submitted therewith, are "Your" agreements and representations, and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any material matter by "You" or "Your" agent in the "Application", any application for coverage of which this Policy is a renewal, or any supplemental materials submitted therewith will render this Policy null and void and relieve "Us" from all liability under this Policy.

A matter will be deemed material if knowledge by "Us" of the matter misrepresented would have led to "Our" refusal to issue this Policy.



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All other terms and conditions of this Policy shall remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

Quotation
This is not a valid Policy



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CERTIFIED ACTS OF TERRORISM COVERAGE ENDORSEMENT – NEW YORK

CYBER AND PRIVACY LIABILITY POLICY

94.551 NY (09/17)

This Endorsement, effective at 12:01 a.m. CST, on December 7, 2020 forms part of:

Policy No.: RPS-Q-50190226M/1

Issued to: City of Glen Cove

Issued by: BCS Insurance Company

I. Section **IV. EXCLUSIONS**, paragraph **H.**, item **1.** is deleted.

II. Cap on Losses from Certified Acts of Terrorism

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and "We" have met our insurer deductible under the Terrorism Risk Insurance Act, "We" shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

III. This endorsement does not create coverage for any "Loss" that would otherwise be excluded under your Policy such as a War or Nuclear Hazard exclusion.

All other terms and conditions of this Policy shall remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



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SELF - INSURED RETENTION CONSENT ENDORSEMENT - NEW YORK

CYBER AND PRIVACY LIABILITY POLICY

94.524 NY (09/17)

This Endorsement, effective at 12:01 a.m. CST, on December 7, 2020 forms part of:

Policy No.: RPS-Q-50190226M/1

Issued to: City of Glen Cove

Issued by: BCS Insurance Company

By accepting this policy, the Named Insured understands and consents to the following:

- a) If the Self-Insured Retention is \$10,000 or greater, the consent of the "Named Insured" to settle a "Claim" is required for "Claims" falling within the Self-Insured Retention.
- b) "You" shall have the right to select counsel for "Claims" within the Self-Insured Retention.
- c) "We" may systematically apportion "Claims expenses" between the "Named Insured" and "Us" with respect to "Claims" which exceed the Self-Insured Retention, provided that "We" advance the "Named Insured's" portion of such expenses on behalf of "You" and then seek reimbursement for such amount from the "Named Insured".
- d) "We" may not unilaterally require "You" to contract with a particular firm for claims adjustment services for processing of its self-insured claims. "We" may, however, require "You" to obtain "Our" approval prior to consulting with a claims adjustment service, whose approval will not be unreasonably denied.

All other terms and conditions of this Policy shall remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



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NEW YORK CLAIMS MADE DISCLOSURE ADDENDUM TO APPLICATION AND DECLARATIONS PAGE

CYBER AND PRIVACY LIABILITY POLICY

94.525 NY (07/19)

Claims Made Disclosure – Only applicable to Coverages A., B., D., E. and H.

This Policy is written on a claims made basis.

This Policy shall provide no coverage for “Claims” arising out of acts, errors, omissions or wrongful acts that take place prior to the “Retroactive date”, if any, stated on the Declarations. This Policy shall cover only those “Claims” made against an insured while the Policy remains in effect for incidents reported during the “Policy Period” or any subsequent renewal of this Policy or any “Extended Reporting Period” and all coverage under the Policy ceases upon termination of the Policy except for the Automatic “Extended Reporting Period” coverage unless the “Named Insured” purchases additional Optional “Extended Reporting Period” coverage.

This Policy includes an Automatic “Extended Reporting Period” of sixty (60) days following “Termination of Coverage”. The “Named Insured” may purchase for an additional premium an Optional “Extended Reporting Period” as follows:

Extended Reporting Period

12 Months
24 Months
36 Months

Extended Reporting Period Premium

95% of the Expiring Annual Policy Premium
150% of the Expiring Annual Policy Premium
200% of the Expiring Annual Policy Premium

Upon expiration of an applicable “Extended Reporting Period”, potential coverage gaps may arise.

During the first several years of a claims made relationship, claims made rates are comparatively lower than occurrence rates. The “Named Insured” can expect substantial annual premium increases, independent of overall rate level increases, until the claims made relationship reaches maturity.

Please review the Policy carefully.



Account: City of Glen Cove, New York
Producer: Salerno Brokerage Corp.
Quote Date: 12/18/20 Updated
Proposed Effective Date: 01/01/21
Expiration Date of Quotes: 12/31/20

Option	231437
Coverage	Specific Excess WC Insurance Only
Carrier	Midwest Employers Casualty Company
Rating	A+, XV
Cov'g A Limit	\$ 25,000,000
Cov'g B Limit	\$ 1,000,000
Specific SIR (coverage A)-All other class codes	\$ 850,000
Specific SIR (coverage A)-Class code 7720	\$ 850,000
Specific SIR (coverage A)-Class code 7711	\$ 850,000
Specific SIR (coverage A)-Class code 7370	\$ 850,000
Premium Rate*	0.6999
Term Deposit Premium w/Terrorism	\$ 137,997
Term Minimum Premium	\$ 124,197
Terrorism(included in deposit)	Included
Estimated Term Payroll*	\$ 19,716,647
Estimated Manual Premium	\$ 921,212

Midwest Employers Casualty Corporation- Terms and Conditions
Excess Workers' Compensation Insurance

* MECC must be notified of any aircraft changes occurring during the policy period.
 * A signed application must be received prior to policy issuance

The following endorsements apply to all quote options:

CMB-1 Amendment to Schedule Item 1
 CMB-11 Amendment to Schedule Item 11
 CMB-184-NY Change in Notification Time Required for Cancellation - Insured NOC 30 Days; MECC NOC 90 Days
 CMB-199 Policyholder Disclosure Notice of Terrorism Insurance
 ISI-254-EXC Aircraft Exclusion
 ISI-261 Voluntary Compensation
 CMB-NY New York
 CMB-NY-ACK New York Acknowledgement
 CMB-NY-NOT Notice to Policyholder

Note: Quote is based on the named insured list provided. Any changes to this list must be approved by MEC prior to binding coverage.

HCC Public Risk New York

Quote Date: December 14, 2020
Quote for: **CITY OF GLEN COVE**
Policy Term: **12/30/2020 - 12/30/2021**
Payment Plan: **Annual**
Company: **U.S. Specialty Insurance Company**

General Liability - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$3,000,000 Aggregate

Subject to \$250,000 Occurrence / \$ Aggregate SIR Including 100% Claims Expense

Limited Reporting

Sexual Abuse Endorsement \$1,000,000 / \$1,000,000

Damage to Premises Rented to you \$1,000,000 **Subject to General Liability Deductible or Self-Insured Retention**

Medical Payments \$10,000

Cemetery Professional - No Coverage

Pesticide or Herbicide \$1,000,000 per Occurrence / \$1,000,000 Aggregate

Nurses Professional Liability - No Coverage

Failure of Dam, Reservoir, Levee, Dike Coverage - Included

EAST ISLAND BRIDGE TIDAL GATES DOSONS POND GLEN COVE

Emergency Response Operations - Included

Sewer Backup Liability - Included

Special Events: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval (Additional Premium may apply)

Fireworks Liability: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval prior to binding coverage (Additional Premium will apply)

Employee Benefits - Claims Made Form

Subject to \$1,000,000 per Occurrence / \$3,000,000 Aggregate

Subject to \$250,000 Occurrence / \$ Aggregate SIR Applies to 100% Claims Expense

Limited Reporting

Claims Made Retro Date: 12/30/2020

Liquor Liability - Coverage limited to Host Liquor

Public Officials Wrongful Acts Liability - Claims Made Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate

Subject to \$250,000 Occurrence / \$ Aggregate SIR - Applies to 100% Claims Expense

Limited Reporting

Claims Made Retro Date: 12/30/2020

Non-Monetary Damage \$25,000 Per Suit / \$50,000 Per Policy Limit

Subject to Deductible or SIR

Private Property Use Restriction Sublimit \$1,000,000 per Occurrence / \$1,000,000 Aggregate - Defense inside Limit

Subject to Public Officials Wrongful Acts Deductible or SIR

HCC Public Risk New York

Employment Practices Liability Insurance - Claims Made Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate

Subject to \$250,000 Occurrence / \$ Aggregate SIR - Applies to 100% Claims Expense

Limited Reporting

Claims Made Retro Date: 12/30/2020

Non-Monetary Damage \$25,000 Per Suit / \$50,000 Per Policy Limit

Subject to Deductible or SIR

Wage & Hour Defense Coverage - \$100,000

Subject to Deductible or SIR

Non-Employment Related Harassment - Medium Hazard

Subject to Deductible or SIR

Law Enforcement Liability - Occurrence Form

Subject to \$1,000,000 per Occurrence / \$1,000,000 Aggregate

Subject to \$250,000 Occurrence / \$ Aggregate SIR - Applies to 100% Claims Expense

Limited Reporting

Non-Monetary Damage - No Coverage

Excess Liability

Coverage applies to General Liability, Employee Benefits, Public Officials Wrongful Acts, Employment Practices, Law Enforcement, Auto Liability

Excludes Uninsured Motorist and Underinsured Motorist Coverage

Subject to \$10,000,000 per Occurrence / \$10,000,000 Aggregate

Excludes Zoning, Regulation, and Permissive Use of Property

Pollution Exclusion Exception - Pollution with Potable Water and Hostile Fire

Dam, Reservoir, Levee, Dike: Subject to \$10,000,000 per Occurrence / \$10,000,000 Aggregate

Locations: EAST ISLAND BRIDGE TITAL GATES - DOSONS POND GLEN COVE

Employers Liability - No Coverage

Property - No Coverage

Automobile

Based on 166 vehicles - Schedule on file with Company

Subject to \$1,000,000 Liability Limit

Subject to \$250,000 Occurrence / \$ Aggregate SIR

Limited Reporting

Emergency Vehicle Endorsement - Standard Form

Fellow Employee Coverage

Full Coverage Window Glass - PPT Only

Fleet Coverage

\$1,000,000 Uninsured Motorist Coverage limit

\$10,000 Medical Payments

Hired and Non Owned Automobile Liability

\$35,000 Hired Auto Physical Damage Amount

Subject to \$100 Comprehensive Deductible and \$1,000 Collision Deductible

Mandatory Personal Injury Protection - Included

Additional Personal Injury Protection - \$100,000

Monthly Work Loss - \$2,000

Additional Death Benefit - \$3,000

Optional Basic Economic Loss \$25,000

Mutual Aid Limit \$1,000,000

HCC Public Risk New York

Physical Damage per schedule on file with company

Physical Damage – No Coverage

Inland Marine - No Coverage

EDP - Limited to coverage provided under Property Extensions

Crime - No Coverage

Annual Package Premium	\$	209,369.00
New York Fire Insurance Fee:	\$.00
Motor Vehicle Fee:	\$	960.00
Total Annual Premium:	\$	210,329.00

****Note: Terrorism option and optional quoted premiums are not included in installment plan premiums.**

****Note: Mold, Fungi & Bacterial Exclusion Included**

****Note: All SIR's Include Loss, Loss Adjustment Expense and Supplementary Payments**

****Note: Failure of any Dam, Levee or Dike Exclusion Included**

Limited Terrorism coverage and pricing subject to the Terrorism Risk Insurance Act as amended in 2015.

TRIA DOES NOT APPLY TO AUTO LIABILITY, AUTO PHYSICAL DAMAGE, CRIME, EMPLOYEE
BENEFITS, PUBLIC OFFICIALS WRONGFUL ACTS LIABILITY OR LAW ENFORCEMENT

U.S. Specialty Insurance Company, Additional premium for limited terrorism coverage (not included in above package quote):

CASUALTY LIMITED TERRORISM COVERAGE (ACT OF 2015)	\$819
PROPERTY LIMITED TERRORISM COVERAGE (ACT OF 2015)	NA

Optional Quotes and Premium:

Supplemental Spousal Liability: Additional Premium: \$3,470

Quote is subject to currently valued loss runs.

NOTE: The following forms need to be signed and returned prior to binding coverage:

- ~ Application Declaration
- ~ Uninsured Motorist Form
- ~ Supplemental Spousal Liability Form
- ~ Terrorism Form
- ~ Regulation 107 Form

HCC Public Risk New York

Special Conditions:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claims for each such violation.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation

NOTICE: These policy forms and the applicable rates are exempt from the filing requirements of the New York State insurance department. However, such forms and rates must meet the minimum standards of the New York Insurance law and regulations.
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QUOTE GOOD FOR 30 DAYS ONLY ENTIRE QUOTE SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.



TOKIO MARINE
HCC

Applicant Name: **CITY OF GLEN COVE - NASSAU**
Policy Effective Date: 12/30/2020
Application Number: T006010096400

Tokio Marine HCC Public Risk APPLICATION DECLARATION

After complete investigation and inquiry, to the best of applicant's knowledge and belief, no principals, partners, directors, officers, employees, or insurance managers have knowledge of any act, error, omission, fact, incident, situation, unresolved job dispute, accident, or any other circumstance that is or could be the basis for a claim under this proposed insurance policy.

Report knowledge of all such incidents to your current carrier prior to your current policy expiration. The proposed insurance being applied for will not respond to incidents about which you had knowledge prior to the effective date of the policy nor will coverage apply to any claim or circumstance identified or that should have been identified in this application.

The applicant has read the foregoing and understands that completion of this Application does not bind the Underwriter or other party to provide coverage. It is agreed, however, that this Application is complete and correct to the best of applicant's knowledge and belief and that all particulars which may have a bearing upon acceptability as an insurance risk have been revealed. It is understood that this Application shall form the basis of the contract should the Underwriter approve coverage and should the applicant be satisfied with the Underwriter's quotation.

It is further agreed that, if in the time between submission of this Application and the requested date for coverage to be effective, the applicant becomes aware of any information which would change the answers furnished in response to any question of this Application, such information shall be revealed immediately in writing to the Underwriter.

Signature of authorized official: _____ Date _____

Print name of authorized official: _____

Title of authorized official: _____

Client Name: **CITY OF GLEN COVE**
Application #: T006010096400
New York - HCC Public Risk

12/18/2020 4:24:54 PM

U.S. SPECIALTY INSURANCE COMPANY

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the Terrorism Risk Insurance Act is scheduled to terminate, or the expiry date of the policy, whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM, MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. **HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, INCLUDING BUT NOT LIMITED TO, AN EXCLUSION FOR NUCLEAR EVENTS. PLEASE READ IT CAREFULLY.** UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS USD100 BILLION, YOUR COVERAGE MAY BE REDUCED

ACCEPTANCE or Rejection of Terrorism Coverage

<input type="checkbox"/>	I hereby elect to purchase coverage for certified acts of terrorism, as defined under the Terrorism Risk Insurance Act, for a prospective premium of <u>\$819</u> USD, plus any applicable tax. (Please check the box to the left and initial if this is your election)
<input type="checkbox"/>	I hereby reject this offer of coverage and elect to have coverage for certified acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from certified acts of terrorism. (Please check the box to the left and initial if this is your election)

Policyholder/Applicant's Signature

U.S. Specialty Insurance Company

Insurance Company

Print Name

12/30/2020 - 12/30/2021

Policy Number

CITY OF GLEN COVE

Date

Insured Name

NEW YORK REQUIRED NOTICE OF AVAILABILITY OF SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Applicant/Named Insured:

CITY OF GLEN COVE

Company:

U.S. Specialty Insurance Company

New York law permits you to make certain decisions regarding Uninsured Motorists Coverage and Supplementary Uninsured/Underinsured (SUM) Motorists Coverage. This document describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and Supplementary Uninsured/Underinsured (SUM) Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

A. Uninsured Motorists Coverage

Uninsured Motorists Coverage provides insurance protection to an insured for damages which the insured or the insured's legal representative is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Your motor vehicle liability insurance policy includes Uninsured Motorists Coverage applicable to motor vehicle accidents that occur within the State of New York at limits of at least \$25,000 per person/\$50,000 per accident, unless you elect to purchase Supplementary Uninsured/Underinsured (SUM) Motorists Coverage described below.

B. Supplementary Uninsured/Underinsured Motorists Coverage

For additional protection under your policy, Supplementary Uninsured/Underinsured (SUM) Motorists Coverage is available. SUM Coverage can provide protection at higher limits than are available under Uninsured Motorists Coverage and provides protection with respect to automobile accidents that occur both in and out of New York State.

C. Basics Of SUM Coverage

You should consider purchasing Supplementary Uninsured/Underinsured (SUM) Motorists Coverage in order to protect against the possibility of an accident involving another motor vehicle whose owner or operator was negligent and who:

1. May have no insurance whatsoever; or
2. Even if insured, is only insured for third party bodily injury at relatively low liability limits, in comparison to the policyholder's own liability limits for bodily injury sustained by third parties.

By purchasing SUM Coverage, which cannot be purchased in an amount exceeding the amount of third party liability coverage purchased, the policyholder and any insured under the policy can:

1. Be protected for bodily injury to themselves, up to the limit of the SUM Coverage purchased; and
2. Receive from the policyholder's own insurer payment for bodily injury sustained due to the negligence of the other motor vehicle's owner or operator.

The maximum amount payable under the SUM Coverage shall be the policy's SUM limit reduced and thus offset by motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident.

D. Examples

The following examples (using the per person limits) illustrate the proper application of SUM Coverage:

1. Example One

Insured's Bodily Injury Damages	\$ 300,000
Insured's Liability Limit	\$ 500,000
Insured's SUM Limit	\$ 250,000
Other Motor Vehicle Liability Limit	\$ 25,000

Note:
In this example, the insured has purchased the maximum amount of SUM Coverage that must be offered by the insurer, provided that the insured has purchased bodily injury liability limits of at least \$250,000. Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle, and \$225,000 (\$250,000 minus \$25,000) under the SUM Coverage, for a total recovery of \$250,000. However, in the event that the negligent owner or operator of the other motor vehicle had no liability insurance at all, the insured would collect \$250,000 in SUM Coverage from the insured's own insurer.

But, if the owner or operator of the other motor vehicle was not negligent, the insured would receive no SUM payments.

2. Example Two

Insured's Bodily Injury Damages	\$ 100,000
Insured's Liability Limit	\$ 25,000
Insured's SUM Limit	\$ 25,000
Other Motor Vehicle Liability Limit	\$ 25,000

Result:
Insured recovers \$25,000 from the negligent other motor vehicle owner or operator. But the insured receives nothing under the SUM Coverage, which equals the mandatory uninsured motorists coverage, since the other owner or operator's vehicle did not have less liability insurance than the insured's vehicle. If the insured's liability and SUM limits were both \$50,000, the insured would collect another \$25,000 in SUM Coverage from the insured's own insurer.

3. Example Three

Insured's Bodily Injury Damages	\$ 60,000
Insured's Liability Limit	\$ 100,000
Insured's SUM Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 50,000

Result:
Insured recovers \$50,000 from the other negligent motor vehicle owner or operator and \$10,000 under the SUM Coverage, which is the difference between the amount of the insured's SUM Coverage and the liability coverage available from the other motor vehicle owner or operator, limited by the amount of the insured's bodily injury damages.

4. Example Four

Insured's Bodily Injury Damages	\$ 150,000
Insured's Liability Limit	\$ 100,000
Insured's SUM Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 25,000

Result:
Suppose the insured and the other motor vehicle owner or operator were each 50 percent at fault for the accident, then the insured's total recovery would be \$75,000, in light of comparative negligence of the parties involved in the accident. The insured would recover \$25,000 from the other negligent motor vehicle owner or operator and \$50,000 under the SUM Coverage.

On the other hand, if the other motor vehicle owner or operator was totally at fault for the accident, the insured would recover \$25,000 from the negligent motor vehicle owner or operator and would then receive \$75,000 in SUM Coverage from the insured's own insurer. Had the insured purchased liability and SUM limits of \$150,000 or more, the SUM recovery would then be \$125,000.

If you elect to purchase **SUM Coverage**, please initial and select a SUM limit.

(Initials) _____	I select the following SUM Limits:
	\$ _____ per person, _____ per accident
	OR
	\$ _____ per accident

I hereby **decline** to purchase the SUM Coverage. Please initial the box below if you elect to reject SUM coverage.

(Initials) _____	I hereby decline to purchase Supplementary Uninsured / Underinsured Motorists Coverage. I understand that I have statutory limits for any losses resulting from Uninsured/Underinsured Motorists Coverage.
----------------------------	--

Applicant's/Named Insured's Signature

Date

U.S. Specialty Insurance Co.

CITY OF GLEN COVE - NASSAU

Insurance Company

Policy Number

Insured Name

SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE

New York State law requires that upon written request of an insured, and upon payment of the premium, an insurer issuing or delivering a policy that satisfies the requirements of Article 6 of the New York Vehicle and Traffic Law shall provide Supplemental Spousal Liability Insurance coverage.

Supplemental spousal liability insurance provides bodily injury liability coverage under a motor vehicle insurance policy to cover the liability of an insured spouse because of the death of or injury to his or her spouse, even where the injured spouse must prove the culpable conduct of the insured spouse.

This coverage is included within the policy's bodily injury liability limits and does not increase the amount of those limits. For example:

Insured's bodily injury policy coverage limit: \$100,000/300,000

Insured's bodily injury damage claim paid to spouse: \$75,000

Insured's bodily injury policy coverage limit available to all other claimants subject to a maximum of \$100,000 per person; \$225,000 per accident.

This example assumes the spouse and other claimants involved in the accident have a right to sue the insured for economic loss or for non-economic loss (i.e. pain and suffering) sustained as a result of a "serious injury" as defined in Section 5102 (d) of the Insurance Law. It must also have been shown that there was negligence on the part of the insured.

The additional premium for Supplemental Spousal Liability coverage is \$3,470

If you do not elect to purchase this coverage and do not remit the additional premium, Supplemental Spousal liability coverage is not included in your motor vehicle insurance policy.

_____ I hereby request Supplemental Spousal Liability coverage.

_____ I hereby reject Supplemental Spousal Liability coverage.

Coverage is generally described here. Only the policy provides a completed description of coverages and limitations.

	<u>U.S. Specialty Insurance Company</u>
Authorized Signature of the Insured	Insurance Company
	12/30/2020 - 12/30/2021
Print Name	Policy Number
	CITY OF GLEN COVE
Date	Insured Name

Special Events: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval (Additional Premium may apply)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK - REGULATION 107 ACKNOWLEDGEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
LAW ENFORCEMENT LIABILITY COVERAGE FORM**

The following statement shall be attached to, and made a part of, the policy:

This will acknowledge that the Insured is aware that in the event we expend funds for damages or legal defense cost on behalf of the insured, we will be reimbursed for such expenditures up to the amount of the deductible or self-insured retention shown in the Declarations; however, legal defense cost charged against the deductible or self-insured retention will not exceed 100% of such deductible or self-insured retention, and we will assume any legal defense cost over this amount in regard to such deductible or self-insured retention.

SIGNATURE OF INSURED

DATE

Authorized Representative



Phillips Lytle LLP

City of Glen Cove
City Hall
9 Glen Street
Glen Cove, New York 11542

December 18, 2020

To Whom It May Concern:

As mentioned in our retainer letter, we write to confirm that we have revised our standard hourly billing rates for 2021. Although other attorneys and/or paralegals may work on your matters, the following are the principal personnel we anticipate will be working on these matters and their 2021 billing rates:

Milan K. Tyler/Partner	\$525/hr.
Paul V. O'Brien/Special Counsel	\$480/hr.
Anthony J. Iacchetta, Partner	\$315/hr.
Matthew J. Fitzgerald, Associate	\$235/hr.

Notwithstanding the foregoing, in recognition of the City's municipal status, we agree to afford you a twelve (12%) percent discount on matters payable by the City (as opposed to being payable by third parties).

Thank you for the opportunity to be of assistance.

Very truly yours,

PHILLIPS LYTLE LLP

Milan K. Tyler

By

Milan K. Tyler

Doc #1350722.1



LICENSED AND BONDED
STATE OF NEW YORK & CONNECTICUT

CLAIMS SERVICE BUREAU OF NEW YORK INC.

21 HEMPSTEAD AVENUE P.O. BOX 805
LYNBROOK, N. Y. 11563

(516) 593-2440 FAX: (516) 593-2486
(800) 433-9631

December 18, 2020

Ms. Karen Valvis
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Re: Claims Service Agreement

Dear Ms. Valvis:

Enclosed please find the Claims Service Agreement between the City of Glen Cove and Claims Service Bureau of New York. The agreement is under the same terms and conditions as last year and the fees will remain the same.

Please have a representative from the City sign the agreement and send a copy to the undersigned.

Thank you,
Claims Service Bureau of New York Inc.

A handwritten signature in dark ink, appearing to read "David Hutchinson", is written over a horizontal line.

David Hutchinson
President

CLAIMS SERVICE AGREEMENT

EXHIBIT "A"

- Examine all incidents and accident reports received from the City relative to either personal injury or property damage.
- Provide necessary field and supervisory personnel to investigate, evaluate and adjust all claims on a 24 hour a day, 7 days a week basis.
- Provide home telephone numbers for not less than five (5) claim representatives, who will respond immediately to the scene of a serious accident before and after normal business hours.
- When a claim is made and a file created requiring the posting of a reserve, CSB shall conduct a complete investigation in accordance with the highest accepted standards of claim investigation. Said investigation shall include, but not be limited to, the following: personal or recorded statements, photographs, diagrams, police and/or motor vehicle reports; all medical reports; verification of lost time and earnings, property damage appraisals and reports; Central Index Bureau reports, and the like. Each file is to be thoroughly and reasonably prepared with all reasonable diligence.
- On matters where litigation has been commenced, CSB shall make available to the City's representing legal counsel the original copies of all investigative materials, and shall work closely with the defense attorney and help supervise the legal handling in accordance with the claims philosophy mutually agreed upon by the City to report regularly to CSB with an analysis of all pleadings, EBT's, discovery proceedings, and the like. CSB shall solicit from the City's representing legal counsel its opinion concerning ultimate probable costs and case values and transmit those opinions, together with CSB's opinion, as to the value of each case to the City with recommendations.
- Report regularly to the City concerning all investigations as developed in order that the City may keep a complete file on each open case. CSB shall also report to any requested insurance carriers, as directed by the City.
- Provide the City and any other firms or individuals (as designated by the City) computerized loss reports either monthly or quarterly, depending on the volume and as requested by the City.
- Participate as the City's advocate to all audits and any and all filings required by any relevant insurance companies.
- Provide such additional services as necessary to reasonably and appropriately provide the above services, and as reasonably requested by the City.

AGREEMENT ("Agreement") effective as of the 1st day of January, 2014, made by and between the **CITY OF GLEN COVE**, a Municipal Corporation with its office located at City Hal, Glen Cve, New York 11542 (hereinafter referred to as "City"), and **CLAIMS SERVICE BUREAU OF NEW YORK IWC.**, a New York corporation with business offices located at 21 Hempstead Avenue, Lynbrook, New York 11563 (hereinafter referred to as "Consultant") (together, the "Parties").

W I T N E S S E T H

WHEREAS, the City maintains and operates municipal offices, which provide various municipal services to the residents and businesses in the City of Glen Cove; and

WHEREAS, pursuant thereto, the City is self-insured protecting itself from liabilities pertaining to any and all claims for damages to property and for personal injuries, including death, arising from or on City-owned property or in connection with City municipal services and operations; and

WHEREAS, from time-to-time, various incidents and accidents are reported to the City in connection with City-owned property and City municipal services and operations, which incidents and accidents may ultimately give rise to claims for damages against the City; and

WHEREAS, Consultant has expertise and experience examining incident and accident reports received by self-insured municipalities relative to either personal injury or property damage from or on municipal-owned property or in connection with municipal services and operations; and

WHEREAS, the City desires to retain the services of a consultant to examine incident and accident reports received by the City relative to either personal injury or property damage covered by its self-insured programs; and

WHEREAS, the City and Consultant desire to enter into an agreement whereby Consultant will provide said services to the City.

NOW, THEREFORE, it is agreed between the above parties as follows:

1) **Scope of Services**

The designated projects to be assisted and professional services to be provided by Consultant are set forth in Exhibit "A", which is annexed hereto and made a part hereof.

2) Term

The term of this Agreement shall be for one (1) year, commencing on January 1, 2021 and ending on December 31, 2021 (the "Term"). Notwithstanding the Term of this Agreement, the City may terminate this Agreement at any time, with or without cause, without penalty, upon thirty (30) days prior written notice mailed to the Consultant at the address specified above. In the event of said early termination, Consultant shall be entitled to payment only for services actually rendered prior to said termination, with no further obligation on behalf of the City.

3) Payment

- a) The City will pay Consultant an annual consulting fee of \$11,500, payable in monthly installments of \$958.34 commencing January 1, 2021 and ending December 31, 2021. Consultant shall submit an appropriate voucher/invoice on a monthly basis setting forth the services provided under this Agreement. City shall pay Consultant upon presentment of said voucher/invoice, or shortly thereafter. The City will additionally reimburse consultant for any out of pocket expenses incurred in the course of Consultant's rendering the consulting services contracted for herein provided, however, that Consultant receives prior approval of said expenses from the Mayor or the Mayor's designee.
- b) In situations where a claim is made and/or an accident report has been filed which clearly indicates that a claim should be expected, all services provided hereunder in connection therewith (including, without limitation), the creation of a file, the posting of a reserve, investigation, and the like) will be provided at a billing rate of \$55.00 per hour plus allocated and City approved expenses.

4) Independent Contractor

It is the express understanding of the parties that this Agreement does not constitute an employer-employee arrangement. Consultant is an independent contractor and covenants that it will conduct itself consistent with said status. Consultant will neither hold itself, or any of its agents or employees, out as, or claim to be an employee of the City by reason hereof, and shall not make any claim, demand or application to or for any right or privilege applicable to an employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement or pension membership or credit. Nothing in this Agreement shall be interpreted to result in the reduction or elimination of medical insurance coverage or medical benefits which any employee of the Consultant receives by virtue of being a retiree of the City or a pensioner of the New York State Retirement System.

5) Accountability

Consultant shall report directly to the Mayor of the City, or his designee, and shall regularly report and consult with the Mayor, or his designee, with respect to the services it renders and projects completed pursuant to this Agreement.

6) Insurance

Consultant shall, at its sole cost and expense, procure insurance for the Term of this Agreement from companies licensed to do business in the State of New York, to protect Consultant from claims under the Worker's Compensation Law, or comply with the provisions of said Law as a self-insurer, and shall also procure such public liability insurance as will protect Consultant and the City from any claims for damages to property and for personal injuries, including, without limitation, death, which may arise from the services provided by Consultant or anyone directly or indirectly employed by Consultant. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence, and shall name the City of Glen Cove as an "additional insured".

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the written prior approval of the City for adequacy form and protection.

7) Assignment

This Agreement is non-assignable by Consultant, except that it may assign the same to a corporation in which it is the sole officer, director and shareholder.

8) Notification and Payments to Consultant

Any notification and payments sent to the Consultant in relation to this Agreement shall be sent via regular mail to the address set forth above, or at such other address or addresses as Consultant may from time-to-time specify in a written notice so given to the City.

9) Entire Agreement


The Parties hereto acknowledge that this Contract embodies the entire understanding of the Parties, and that any modification hereto will have no effect unless in writing, and fully executed by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

CITY OF GLEN COVE

CLAIMS SERVICE BUREAU OF NEW YORK INC.

By: _____
Name :
Title :

By: 
Name : David Hutchinson
Title : President

December 18, 2020

By Email

Mayor Timothy Tenke
and Members of the Glen Cove City Council
9 Glen Street
Glen Cove, New York 11542

Re: Proposal for Special Counsel - 2021 Rates

Dear Mayor Tenke and City Council Members:

Zarin & Steinmetz is pleased to submit this Proposal for Special Counsel in connection with the City of Glen Cove's Special Development Projects, including the Garvies Point Waterfront.

Michael D. Zarin, Esq. and Brad K. Schwartz, Esq., are the two attorneys who would primarily work on the City's Special Development Projects. The firm will also assign additional attorneys should further assistance be required at any point. The biographies for all of our firm's attorneys may be found on our website at www.zarin-steinmetz.com.

Our fees for this legal representation will be billed on an hourly basis. Current hourly rates are: \$495.00 for Michael's time, and \$435.00 for Brad's time. Hourly rates for our associate attorneys range from \$335.00 to \$400.00, and \$120.00 per hour for our paralegals. We provide a 10% municipal discount when a municipality or municipal agency is required to incur the fees directly. If an escrow is funded by an applicant or other entity to reimburse and indemnify the municipality or municipal agency with respect to a particular Project, then in such case we would charge full fees.

The City will receive a monthly statement reflecting all services rendered. The monthly statement will also include charges for certain auxiliary services and disbursements. These include expedited or regular document delivery by facsimile, overnight delivery, mail or

messenger service; telephone charges and computer research charges; travel expenses; photocopies, and any other disbursements made on your behalf.

We hope that you will understand that our efforts to provide you the best possible service at reasonable professional rates requires that payment of any outstanding balances be made when billed. We cannot continue to provide services when any of your accounts are unpaid for more than thirty days and we reserve the right to suspend or terminate all services and to impose an interest charge of .75% per month (9% per annum) to such account until payment is received. In the event that collection action is necessitated by delinquent accounts, you will be responsible for any costs of collection, including court costs and reasonable attorneys' fees.

In the event a dispute or disagreement arises with respect to the payment of our legal fee, we will notify you of your right under 22 NYCRR Section 137 to elect arbitration as a means of resolving the dispute. You may elect to submit such a dispute to arbitration. In the event you decline to elect arbitration, we may commence an action to recover the unpaid legal fee.

This retainer agreement shall be governed by the laws of the State of New York. In the event of any dispute or disagreement in connection with this retainer agreement, you hereby consent and acknowledge that you will be subject to the jurisdiction of the Courts of New York and shall and hereby do waive any defense with respect to such jurisdiction.

We trust that the City will find these terms of representation to be acceptable and will acknowledge this by signing and returning the enclosed copy of this Proposal.

We look forward to continuing our relationship with the City, and working together on its various Projects. I invite you to visit our website www.zarin-steinmetz.com for more information about our firm. Thank you for the opportunity.

Very truly yours,

ZARIN & STEINMETZ

By: Brad Schwartz
Brad Schwartz

I understand the nature and scope of the proposed representation and agree to be responsible for all fees and charges incurred.

CITY OF GLEN COVE

By: _____
Timothy Tenke, Mayor

Date



STEVEN C. STERN
sstern@sokoloffstern.com

December 17, 2020

Via Email

Gregory Kalnitsky, City Attorney
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

Re: Retainer Agreement for Legal Services

Dear Mr. Kalnitsky:

I write in furtherance our discussions concerning this firm's continuing legal representation of the City of Glen Cove, its officials and employees, with respect to various matters. We sincerely appreciate the confidence the administration has expressed in us, and we value our continuing relationship with the City. The following explains the terms of the representation.

In accordance with our discussion, we will charge the City of Glen Cove for our services at the following hourly billing rates, together with the cost of any disbursements and/or expenses that we agree to outlay on the City's behalf.

Our rates for all personal injury and/or property damage cases will be \$175 for partners, \$150 for associates, and \$85 for paralegal time. Our rates for all other matters, including civil rights cases, will remain \$225 for partners, \$200 for associates, and \$85 for paralegal time. We will provide you with detailed, itemized invoices to document our fees and expenses in this matter as we have done in the past. The Mayor's signature at the bottom of this letter will indicate the City's agreement to these terms.

At the instance of either party, any dispute as to whether either party has failed to honor the agreement or as to the amount of any legal fees will be submitted to and resolved by an arbitration panel convened pursuant to Part 137 of the Rules of the Chief Administrator of the New York State court system. If you have any questions or wish to discuss this matter further, please do not hesitate to call me. Thank you again for your confidence in our firm.

Very truly yours,

SOKOLOFF STERN LLP

A handwritten signature in black ink that reads 'Stu C. Stern'.

STEVEN C. STERN

Timothy Tenke, Mayor

December 15, 2020

Via Email

Mr. Michael Piccirillo, City Controller
Glen Cove City Hall
9 Glen Street
Glen Cove, NY 11542

Re: Assessment Services for City of Glen Cove -
Provided by Michael Haberman Associates, Inc.

Dear Mr. Piccirillo:

In accordance with your request, Michael Haberman Associates, Inc. (MHAI) is pleased to submit this consolidated proposal for assessment and certiorari services. Michael Haberman Associates, Inc. (MHAI) will act as consultants to the assessment department for a period of six years or less as determined by either the City of Glen Cove or MHAI. Consultant fees for these services will be billed at \$3,750 per month.

Assessment Services

Assessment services to be performed on behalf of the City of Glen Cove will include the following:

- Review, list and analyze all building permits to be posted to the City Roll
- Assist City Staff with review of all partial tax exemption applications
- Review subdivisions and post-split/merges on assessment roll
- Test the assessment roll for actual level of assessment
- Communicate with the Office of Real Property Tax Services (ORPTS) when required
- Perform field inspections of properties when required
- Advance assessment systems and procedures
- Communicate with property owners pertaining to assessment issues

- Be available on Grievance Day to discuss assessments with city residents if required
- Consult with City officials on proposed development projects and their impacts on the tax roll
- Complete and file the annual assessor's report as required by ORPTS
- Complete annual base proportions calculations and submit to ORPTS and City Controller

Small Claims Processing

Separate and apart from the services listed above, MHAJ will administrate all small claim proceedings on behalf of the City on an annual basis. Fees for small claim services will be fixed at \$110.00 per parcel for a period of six years. Services include of the following procedures.

- Administer all small claim filings
- Produce a Computer Assisted Market Analysis (CMA)
- Conference all pending cases for settlement
- Supreme Court appearances when cases are not settled
- Review final dispositions for accuracy
- Submit to City for adjustment to assessment roll

Certiorari Processing

The MHAJ team of experienced appraisers, with the assistance of Thomas Donato, will review, analyze, and conference commercial certiorari filings. These services include Subject property and market data research, with the development of Income pro-forma analysis for each commercial filing as posted on the annual court calendars. The following is a summary of procedures utilized by our company to help attain fair and equitable settlements:

- Prepare discovery request for pertinent subject information
- Review subject property data
- Inspection of property from the right-of-way
- Interior inspections when required
- Research comparable market data

- Develop income pro-forma analysis for all years at issue
- Negotiate settlements pending City Council approval
- Present settlements to the City Attorney for presentation to the City Council
- Work with City Attorney for execution of stipulations

All commercial analysis will be supervised by Thomas Donato with settlement conferences held at MHAI's office. It is anticipated that all cases will be settled through informal conferencing. Michael Haberman Associates, Inc. is an appraisal firm and, therefore, if any case proceeds to Court, the City will require legal counsel and an independent real estate appraiser to dispose of the case.

Fee Schedule

Professional fees for services rendered will be at the following rates for a period of six years:

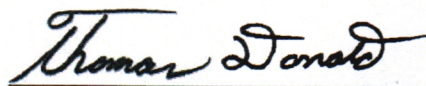
Clerical Staff	\$75.00 / hr.
Commercial Certiorari Consultation (appraiser)	\$150.00 / hr.

(The typical case requires six hours to dispose of, from start to finish. Complex cases will be discussed with the City Attorney before commencing with conferencing.)

Our company looks forward to continue providing expert assessment consulting and assessment services to the City. If there are any questions regarding this proposal, please do not hesitate to contact the undersigned.

This Agreement may be canceled and/or terminated by the City at any time and by MHAI upon 90 days' notice in writing.

Respectfully submitted,



Thomas Donato, CSA-G, IAO

ACCEPTED BY:

Signature

Date

CHASE, RATHKOPF & CHASE, LLP

ATTORNEYS AT LAW

48 FOREST AVENUE
GLEN COVE, NEW YORK 11542

Telephone: (516) 671-5880
Telecopier: (516) 671-0740

LESTER H. CHASE (1910-2010)
JOHN M. CHASE
DAREN A. RATHKOPF

-Of Counsel-
HENRY C. DECSI, JR., CPA
RICHARD S. PRISCO

December 16, 2020

Via email and regular mail

Hon. Timothy Tenke and Honorable
Members of the City Council
City of Glen Cove
City Hall, 9 Glen Street
Glen Cove, New York 11542

Re: Special Counsel Services for Representation of the City of Glen
Cove City Council, Planning Board and Zoning Board of Appeals
and other Related Matters

Dear Mayor Tenke and Members of the City Council:

Thank you for the continued opportunity to serve as counsel to the Planning Board and Zoning Board of Appeals of the City of Glen Cove (collectively the "Boards") and to provide special counsel services to the City and its boards, agencies, officers and departments (collectively the "City") in other matters from time to time as requested by the City. I submit this letter as our Retainer Agreement setting forth the terms and conditions of Chase, Rathkopf & Chase's (the Firm's) legal services to the City commencing January 1, 2021.

1. **Application Services.** The Firm shall provide legal services relating to all land use applications to the Boards and the City Council for which the Firm will be paid by the City and for which the applicants will be liable to reimburse the City as set forth in §245-13 and §280-12 of the City Code. All legal services provided by the Firm relating to land use applications to the Boards and the City Council involving single or two-family dwellings not used for any income-producing purposes, e.g., rental property shall be paid for by the City as part of its annual retainer fee with the Firm as set forth herein. Such application services shall include, but not be limited to, the following:

(a) Review of all applications, plans, maps and the like filed with the Boards as is necessary and required to properly and effectively represent and advise the Boards with respect to such applications to insure compliance with all applicable City, County, State and Federal laws, rules and regulations including the NYS General Municipal Law and the NYS Environmental Quality Review Act ("SEQRA");

(b) Preparation of all necessary and required correspondence, documentation, memoranda, resolutions, decisions, impact and finding statements pursuant to SEQRA and the like;

(c) Correspondence, consultations, telephone conversations and meetings with the building inspector and building department personnel in connection with the preparation of public notices and agendas for the Boards and the City Council;

(d) Preparation for and attendance at all regular and special hearings and meetings of the Boards;

(e) Consultation, correspondence and meetings with the applicants, their attorneys and other professionals in connection with the filing or prosecution of all applications before the Boards;

(f) Conferences, consultation, correspondence and meetings with City officials, staff and personnel, including the City's general counsel, the City's planning consultant, the City's building inspector and the planning and building department personnel as is necessary and required to properly and effectively represent and advise the Boards in connection with all pending land use applications before the Boards and the City Council;

(g) Legal research and preparation of memorandums of law and opinion letters as may be requested by the Boards and the City Council in connection with all pending land use applications before the Boards and the City Council;

(h) Coordination and supervision of all outside counsel and other consultants retained by the Boards or the City Council in connection with all pending land use applications.

(i) All other normal and customary services related to the land use applications before the Boards and the City Council as is reasonably necessary and appropriate or as is directed by the Boards or the City Council.

2. **Retainer Services.** Services to be rendered to the City by the Firm that shall be paid for by the City as part of its annual retainer fee with the Firm as set forth herein. Such services shall include the following:

(a) Consultations, telephone conferences and meetings with the building inspector, building department personnel, the Mayor and City Council, City Planner and City Attorney in connection with inquiries related to the City's zoning code, subdivision regulations, SEQRA, General Municipal Law and other related land use statutes and regulations.

(b) Consultations, telephone conferences and meetings with the City Attorney, the Mayor and the City Council in connection with proposed changes and amendments to the City's existing land use laws, rules and regulations;

(c) Consultations, telephone conferences and meetings with the City Attorney, the Mayor and the City Council in connection with future land use projects and developments in the City;

(d) Consultations, telephone conversations and meetings with the Chairperson and members of the Boards with respect to the Boards' rules, regulations and procedures;

(e) All services provided by the Firm relating to land use applications to the Boards and the City Council involving single or two family dwellings which are not used for any income-producing purposes e.g. rental property;

3. **Additional Services:** The Firm will also render Additional Services to the City which shall include, but not be limited to, the following:

(a) **Litigation:** Representation of the City, the Boards and their Members in any civil litigation including, but not limited to, Article 78 proceedings brought to review any actions of the City Council or the Boards and including any subsequent appeals of judgments rendered in such litigation;

(b) **Special Services:** Representation of the Boards and the City in connection with special assignments requested or directed by the Boards or the City and that do not directly involve land use applications pending before the Boards or the City Council. These Special Services shall include all services requested or directed by the Boards or the City that are beyond the scope of the "Application Services" set forth in paragraph "1" above and the "Retainer Services" set forth in paragraph '2' above.

4. **Fees and Costs:**

(a) **Services**

(i) **Application Services:** For the services described in paragraph "1" above to be billed to and paid by the City and reimbursed to the City by the applicants pursuant to §245-13 and §280-12 of the City Code, the Firm shall be paid legal fees based on the time spent and at the hourly rate of \$300.00 for an attorney.

(ii) **Retainer Services:** For the services described in paragraph '2' above, the Firm shall be paid a monthly retainer of \$2,750.00.

(iii) **Additional Services:** For the services described in paragraph '3' above the Firm shall be paid legal fees based on the time spent and at the hourly rate of \$300.00 for an attorney.

The Firm charges for all time each attorney or paralegal spends on any matter or proceeding, including time spent drafting documents, conducting legal research, conferring, attending meetings and conferences, preparing correspondence and memoranda and engaging in telephone calls with you, other counsel, or other persons. The hourly billing rates proposed are

reduced rates for municipal clients.

(b) Disbursements. In addition to fees described above, the City shall be charged for all of the Firm's out of pocket costs and expenses borne by the Firm in the performance of the services as provided herein including, filing fees, costs of service of process, fees for expert witnesses, witness-subpoena fees, overnight delivery service charges, photocopy charges, printing costs, postage, facsimile and telephone charges and other customary office disbursements. In the event a third party bill is in excess of \$500.00, we may ask you to pay the vendor directly.

(c) Statements:

(i) Monthly Statements. Unless a different billing period is agreed upon, the firm will render to the City more or less on a monthly basis a statement of charges for services rendered and costs advanced or incurred during the calendar month. Every statement for Additional Services will include the date of each activity, a brief description of the activity, the time spent on each activity, and the person preparing the task. Outstanding balances are due upon receipt of the invoice.

(ii) Interim Statements. We reserve the right to prepare and render interim statements when appropriate, reflecting all current costs and charges due, and such balances are likewise due upon receipt of an invoice.

5. Right to Arbitration. Under Part 137 of the New York Rules of the Chief Administrator of the Courts (22 NYCRR), the City has the right to seek arbitration of any fee dispute. In the event of a fee dispute, we will provide the City with the information necessary to commence the arbitration proceeding.

6. No Representations Regarding Outcome of Matters or Proceedings. It is specifically acknowledged that we make no promises, representations, or guarantees, express or implied, concerning the outcome of any matters or proceedings. You acknowledge that we have not promised, represented or guaranteed and cannot promise, represent or guarantee the outcome or success of any action taken by us in the performance of the services provided for by this Agreement.

7. Communications.

(a) We will keep you informed as to the status of the Services covered by this Agreement, and will explain the laws applicable to your situation, the available courses of action, and the attendant risks. We will notify the City promptly of any development in all cases, including court appearances, meetings and hearings, and will be available for meetings and telephone conferences at mutually convenient times. If you have any questions with respect to charges shown on any bill, please immediately contact John M. Chase who will be responsible for addressing your inquiry.

(b) Periodically, our firm distributes promotion materials which include listings

of representative clients in a variety of industry and service groups. Accordingly, from time to time, we may refer in our materials to our representation of the City without disclosing confidential information.

8. **Withdrawal or Discharge of Attorneys.**

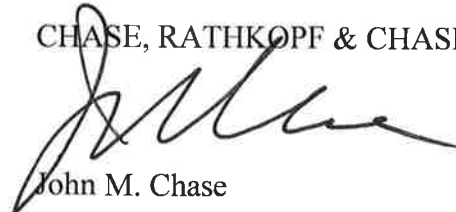
(a) The City Council shall have the right to discharge the firm at any time for any reason upon written notice to the firm. In such case, the firm shall be entitled to receive any and all moneys, on account of fees and/or costs per the terms and provisions hereof, up to and including the effective date of such discharge.

(b) The firm shall have the right to withdraw from this representation, as described herein, if we believe it appropriate to do so, upon giving to the City reasonable notice and time to secure other legal counsel. Should the firm withdraw, we shall be entitled to receive all fees and/or costs per this Agreement, up to and including the effective date of such withdrawal.

I thank you for the opportunity to continue to represent the Planning and Zoning Boards of the City of Glen Cove. Please let me know if there is anything further you may require.

Very truly yours,

CHASE, RATHKOPF & CHASE, LLP



John M. Chase

AGREED AND ACCEPTED
January , 2021

CITY OF GLEN COVE

By: _____



COMPLY® Corporation
105 Maxess Road
Suite 124
Melville, NY 11747
(631) 643-0500 • 643-0807 Fax
www.complycorp.com

Agreement for Services *****

This agreement is made by and between COMPLY, Inc., referred to as COMPLY, with its principal place of business at 105 Maxess Road, Suite 124, Melville, NY 11747, and CITY OF GLEN COVE, referred to as CUSTOMER
(full corporate name)

with its principal place of business at: 9 Glen Street, Glen Cove, NY, 11542

Phone No. 516-676-4814 Contact Person(s): John Charon / Personnel Officer

In consideration of the premises and other good and valuable consideration stated below, COMPLY and CUSTOMER agree as follows:

I. Price

1.01 Fee Schedules

CUSTOMER agrees to pay fees as specified in the Test Fee Schedule (attachment A) and the Ancillary Fee Schedule (attachment B).

COMPLY shall:

- A. Offer CUSTOMER assistance in the implementation, coordination, and administration of a written policy and procedure for drug and/or alcohol testing to be published and shared with employees in accordance with the Department of Transportation (US-DOT) drug and alcohol testing regulations if needed.
- B. Assist CUSTOMER in the coordination, collection and administration of the data collection requirements of the US-DOT testing regulations, including the specific employee file content as to when an employee was tested, by whom, and whether results were positive or negative, as well as annual data from the testing program which must be maintained and available for the US-DOT, if requested.
- C. Coordinate assignment of CUSTOMER's employees to appropriate testing sites for all required drug and alcohol testing as required by the US-DOT regulations.

Initialed by CUSTOMER: _____

Initialed by COMPLY: _____

1.02 Drug Testing Services

CUSTOMER shall pay COMPLY in accordance with the terms and conditions stated on the attached FEE SCHEDULES, for each specimen collected from CUSTOMER's employees, under the terms of this agreement and in accordance with the US-DOT regulations. COMPLY shall direct each employee to a collection site in accordance with applicable US -DOT procedures and each such specimen so collected will be forwarded to a National Institute on Drug Abuse (NIDA) certified laboratory for immunoassay, gas chromatography and mass spectrometry testing in accordance with the US-DOT regulations. Test results shall be provided by the laboratory to a medical review officer (MRO), in accordance with the regulations, for final determination of any positive test results. CUSTOMER and the tested employee shall be provided results only in accordance with and as required by the DOT regulations. Any unanticipated vendor increases (laboratory, MRO etc.) due to regulatory changes, unforeseeable market conditions, etc. beyond the control of COMPLY may cause fee adjustments.

1.03 Alcohol Testing Services

CUSTOMER shall pay COMPLY, in accordance with the terms and conditions stated on the attached FEE SCHEDULES, for each test administered to CUSTOMER's employees under the terms of this agreement and in accordance with US-DOT regulations. The alcohol test will be administered by a certified breath alcohol technician (BAT). The BAT shall use an evidential breath testing device (EST) approved by the National Highway Traffic Safety Administration (NHTSA) as published in a periodical list of approved devices in the *Federal Register*. The BAT shall adhere to testing procedures, as outlined in the DOT regulations, in order to ensure accuracy, reliability, and confidentiality of test results.

1.04 Contingency Testing

In the event testing conducted on behalf of the CUSTOMER requires contingency procedures and special handling (e.g. post-accident testing, incidents requiring on-site individual testing, or for any other reason) to comply with DOT regulations, or to comply with CUSTOMER's request, CUSTOMER shall pay COMPLY in accordance with the terms and conditions stated in the attached FEE SCHEDULES.

1.05 Service Response Time

Every effort is made to provide timely scheduled service and/or emergency response service (as specified in the DOT regulations). COMPLY provides timely service 98% of the time. In rare cases, emergency or scheduled service may be delayed due to circumstances beyond our control (i.e. severe weather, acts of god, etc.) and is dependent upon operational public roadways and power grids for both timely service and completion of service.

1.06 Optional Services

At CUSTOMER's option, COMPLY shall provide additional items (Video Tapes, Supervisor Manuals, etc.) at an additional cost.

1.07 Payment Schedule of COMPLY Services

- A. As to testing services including contingency charges, CUSTOMER shall be responsible to pay COMPLY net 30 from receipt of a bill from COMPLY.
- B. As to other services and items on the FEE SCHEDULE, CUSTOMER shall be responsible to pay COMPLY net 30 from receipt of a bill from COMPLY.

2. Representations of CUSTOMER

CUSTOMER represents that on the last day of each month, CUSTOMER shall notify COMPLY of the name of each new employee hired during the previous month who is subject to the drug and alcohol testing regulations and the name of each employee previously subject to the drug and alcohol testing regulations who is no longer employed by CUSTOMER.

CUSTOMER shall fully cooperate with COMPLY and assist COMPLY in requiring employees to appear at appropriate specimen collection sites as and when employees are so instructed to appear by COMPLY. Further, CUSTOMER shall otherwise provide full assistance and cooperation to COMPLY in

Initialed by CUSTOMER: _____

Initialed by COMPLY: _____

its efforts to provide the services referred to herein and to otherwise assist COMPLY in meeting the US- DOT drug and alcohol testing regulations.

3. Confidentiality

CUSTOMER agrees to maintain all information regarding drug testing results confidential, and will not disseminate such information to any person without written permission of the individual tested, except that CUSTOMER may disseminate the information to comply with the reporting requirements of all regulations issued by the DOT, or to comply with any court order.

4. Litigation Support

CUSTOMER will assist COMPLY in any litigation brought by, or on behalf of, any individual tested by COMPLY on behalf of CUSTOMER. Such assistance shall include, without limitation, the production of persons and documents that may be reasonably necessary to help COMPLY in resolving any action or dispute brought by or on behalf of such individual.

5. COMPLY as Independent Contractor

CUSTOMER understands and agrees that COMPLY acts as an independent contractor and not as an agent to either CUSTOMER, any urine collection service, any testing laboratory or any Medical Review Officer (MRO). COMPLY's exclusive function hereunder is to facilitate CUSTOMER's access to professionally rendered services by companies or persons certified to provide such services and which meet the certification requirements of the DOT drug and alcohol testing regulations.

6. Hold Harmless, Indemnity and Disclaimer

CUSTOMER recognizes that COMPLY is only a facilitator of the services to be rendered hereunder and that COMPLY, its directors, officers and employees shall not be responsible and shall be held harmless by CUSTOMER for any loss, cost, damage, or expense, including attorney's fees, which CUSTOMER may suffer or incur as a result of any claim brought by third parties, of whatever nature, allegedly arising out of or resulting from any willful act or any negligent act or omission on the part of COMPLY, its agents or employees. CUSTOMER agrees to waive its rights to any cause of action against COMPLY for services provided under this agreement.

7. Termination

This agreement is for a period of *one (1) year, January 1, 2021 to December 31, 2021 and shall expire on December 31, 2021*, unless extended by mutual agreement of the parties. COMPLY shall have the additional right to terminate this agreement upon 15 days written notice to CUSTOMER, if any of the following events occur:

- A. CUSTOMER's failure to pay any and all outstanding invoices for services rendered upon twenty (20) days written notice to CUSTOMER of its delinquency in payment, should CUSTOMER fail to cure its failure to pay within that 20 day period.
- B. CUSTOMER merges or consolidates with, or sells, assigns, leases or otherwise disposes of (whether in one transaction or in a series of transactions) all or substantially all of its assets (which it now owns or hereafter acquires) to any person, or acquires all or substantially all of the assets or business of any person. (As used herein the term person includes, without limitation, a corporation, association, partnership, joint venture, etc.).
- C. A substantial change in the management, ownership, or control of CUSTOMER.
- D. The failure of CUSTOMER to perform or observe any term, covenant, agreement or warranty stated in this agreement.

Notwithstanding the foregoing, COMPLY shall have the right to terminate this Agreement for any reason whatsoever upon 60 days written notice to CUSTOMER.

Initialed by CUSTOMER: _____

Initialed by COMPLY: _____

8. Labor disputes and Acts of God

COMPLY shall not be responsible for any failure, or a delay in performing any of its obligations under this agreement if such failure or delay is caused by accident, strike, lockout embargo, act of God or of the public enemy, requisition or taking of property, or other casualty (whether or not covered by insurance), or any other cause beyond COMPLY's control, which materially and adversely affects COMPLY's business or properties or the operations of COMPLY or its ability to perform its obligations under this agreement.

9. Entire Agreement

This agreement embodies the entire agreement between the parties with respect to the transactions contemplated herein, and there have been no agreements, representations or warranties other than those set forth in this agreement.

10. Governing Law

This agreement and the transactions evidenced herein shall be construed and interpreted in accordance with the laws of New York State without regard to principles of conflict of laws.

11. Notices

All notices and other communications hereunder shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested (or its equivalent); if to COMPLY at 105 Maxess Road, Suite 124, Melville, NY 11 747, Attn: President, and if to CUSTOMER, at the address stated at the beginning of this agreement. Any party may change its address by written notice to the other party complying as to delivery with the terms of this section.


12. Invalidity

If any provision of this Agreement or its application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications therein shall not in any way be affected or impaired.

* * * * *

BY SIGNING BELOW, the parties hereto have executed this agreement:

CUSTOMER (*sign below*):

COMPLY[®], Inc. (to sign below): 

CITY OF GLEN COVE

Full Corporate Name

/

Signature of Authorized Official

/

Signature of Authorized Official

/

Print Name and Title

Print Name and Title

/

Date _____

Date _____



(Attachment B)

- ANCILLARY FEES -

- Lab-site testing – at any convenient Labcorp patient service center
Drug test.....\$48.00
- Employee Database - Set Up Fee (initial one time fee).....\$ n/a
- Emergency Response Incidents (portal to portal)\$95.00/hr.
(for post accident, fitness-for-duty, for cause, etc. with 2 hour on-site service plus applicable test fees)
- Waiting Time\$55.00/hr.
(following 20 minute "grace" period)
- On-Site service charge for less than 3 billable tests\$50.00
- Litigation Package at cost*
- Split Specimen Testing.....\$125.00
- Expert Testimony (per hour)..... at cost*
- Travel expenses (vendor personnel only; if required)..... at cost*
- Supervisor Training US-DOT compliant - (at Comply site; 1-2 per seminar) no chg.
- Supervisor Training US-DOT compliant - (private seminar at City of GV site).....\$300
In person 2 hour DOT mandated training with question and answer period
- Policy Development and Consultation
 - By Phone \$160.00/hr
 - In Person \$200.00/hr
 - ½ Day (flat fee) \$700.00
 - Full Day (flat fee).....\$1350.00
- Expert Consultation and Required Reporting no chg.

No charge for required monthly, quarterly, and annual reports; and / or amendments, revisions, and other news involving the DOT regulations.

** Fees for these services vary by laboratory; Comply® will invoice at cost.*



(Attachment A)

City of Glen Cove

TEST FEE SCHEDULE

1. Drug Testing – includes:

Urine Specimen Collections, Overnight Shipment, Lab Analyses, MRO review.

Administered according to US-DOT protocol for pre-employment, random, reasonable suspicion, post accident, return-to-duty, or follow-up tests.

• On Site (at City of Glen Cove Facility) - with advance scheduled appointment

<u>DOT/Non-DOT</u>	<u># of drug tests/appointment</u>	<u>2021</u>
DOT/Non-DOT	1 - 3 tests (NIDA-5 panel)*	\$ 48.00 / test
DOT/Non-DOT	4+ tests (NIDA-5 panel)*	\$ 45.00 / test

• No additional charge for:

- express / overnight specimen shipment (to US-DHHS / NIDA lab).
 - adulterant / validity panel (impedes specimen substitution / tampering)
 - confirmation tests
 - male techs. for DOT mandatory Direct Observation drug tests
- *(all Return-to-Duty & Follow-Up tests must be DO since August 31, 2009)
... or for On-Site (at YOUR SITE) testing.**

2. Alcohol Testing - Evidential Breath Test (EBT) /Breath Alcohol Tests

Administered according to US - DOT protocol (using an US-DOT approved device) for pre-employment, random, reasonable suspicion, post accident, return-to-duty, or follow-up tests.

• On Site (at City of Glen Cove Facility) - with advance scheduled appointment

<u># of alcohol tests/appointment</u>	<u>2021</u>
1 - 3 tests	\$ 32.00 / test
4 + tests	\$ 30.00 / test

• No additional charge for: Breath Alcohol confirmation tests

* **IMPORTANT NOTE:** Any unanticipated vendor increases (laboratory, MRO, etc.) due to regulatory changes, unforeseeable market conditions, etc. beyond the control of **COMPLY® CORPORATION**, may cause adjustments to fees.

TERRY O'NEIL, ESQ.
toneil@bsk.com
P: 516.267.6310
F: 516.267.6301
C: 516.857.1710

December 15, 2020

Mayor Tim Tenke
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

Re: *Retention of Bond, Schoeneck & King, PLLC*

Dear Mayor Tenke:

This will confirm the City's retention of the law firm of Bond, Schoeneck & King, PLLC effective December 15, 2020 in relation to providing labor and employment law services, at a reduced blended rate of \$315 per hour for partners and \$285 per hour for associates, plus reasonable expenses incurred. The City agrees that these fees are reasonable. We have found that setting forth the basic terms of our engagement at the outset of our representation benefits both us and our client. Those terms are set forth in the enclosed "Terms of Representation," except as otherwise modified herein.

Our billings will be based on the time (in tenths of an hour increments) that our attorneys devote to it. Myself, Richard Finkel, Christopher Kurtz and Jacqueline Giordano will be the attorneys primarily responsible for your work. Other attorneys may also be used as appropriate.

You acknowledge that you have read this agreement in its entirety, have had full opportunity to consider its terms, have had a full and satisfactory explanation of same, and fully understand its terms and agree to such terms. You fully understand and acknowledge that there are no additional or different terms or agreements other than those expressly set forth in this written agreement. The agreement cannot be modified except by further written agreement signed by each party.

I encourage my clients to be fully informed about the status of their matters and the state of their accounts with us. To that end, I welcome any questions about the progress of the City's matters, its bills, or anything else that you may feel appropriate.

This retainer may be terminated at any time.

If you are in agreement with the foregoing and it accurately represents your understanding of the City's retainer with us, please execute the enclosed copy of this

Mayor Tim Tenke
City of Glen Cove
December 15, 2020
Page 2

letter and return it and the attachments to me. Please retain a signed copy for your records. If not, kindly contact me immediately.

Please attach a copy of the Council Resolution approving the retainer.

We look forward to working with the City.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Terry O'Neil
Enc.

Cc: Gregory Kalnitsky, Esq.
Corporation Counsel

AGREED AND ACCEPTED:

CITY OF GLEN COVE

By: _____
Mayor Tim Tenke

Date: _____

Approved as to Form:

Attorney
Corporation Counsel

BOND, SCHOENECK & KING, PLLC
TERMS OF REPRESENTATION

These Terms of Representation, together with the accompanying engagement letter, constitute the agreement between Bond, Schoeneck & King, PLLC ("Bond" or "we") and the client or clients identified in that engagement letter (the "Client" or "you"), under which Bond will represent Client in the matter or matters described in the engagement letter.

1. **Our Client.** Our representation extends solely to Client, as identified in the accompanying engagement letter, and not to its constituents (including its officers, managers, members, directors, shareholders or employees) or to any affiliated or related entities, or their constituents. There are no third party beneficiaries of this agreement. Client understands that, unless appropriate written consents are obtained, it should not provide us with confidential information regarding any constituent or affiliated/related entity during the course of this representation (and doing so will not make the constituent or affiliate/related entity a client of Bond).

2. **Our Services.** The scope of our services is described in and strictly limited by the accompanying engagement letter. Any changes in scope must be confirmed in writing. Unless otherwise provided in the engagement letter, Bond is not serving as Client's general counsel nor is it responsible for determining whether Client has insurance coverage in connection with our representation, the amounts and limits of any such coverage, or notifying any insurance carrier of the existence of coverage, or our involvement in a matter.

When we provide you with our opinion regarding a matter, it will be based on our best professional judgment. However, that judgment is limited by the facts provided by you and known to us at that time, as well as the law as it then exists. It is expressly acknowledged by you that any such opinions shall not be considered by you as representations, promises or guarantees of results which might be obtainable, nor shall you consider any such opinions to be warranties or representations of a particular outcome or resolution of your matter.

3. **Client Responsibilities.** In order to ensure our ability to provide services to you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide Bond with all pertinent information regarding the subject of our representation, or as otherwise reasonably requested by us. You also agree to cooperate fully, truthfully and timely with us, including making you, your employees or others available to us when necessary. You will keep us advised of how to contact you.

If, during the course of our representation of you, you affiliate with, acquire, are acquired by, or merge with another entity, you agree to provide us with sufficient notice to permit us to determine if that action gives rise to a conflict of interest with any of our other clients and, if so, agree that Bond may take any action that it believes is appropriate or necessary under the applicable Rules of Professional Conduct.

4. **Fees and Expenses.** Unless otherwise provided in the accompanying engagement letter, our billings with respect to this matter will be based on the time that our attorneys, paralegals, and other service professionals devote to it. The currently applicable rates may be specified in the accompanying engagement letter. It is our practice to increase our hourly rates from time to time, generally effective each October 1.

Our bills to Client, which will be on a monthly basis (unless otherwise agreed to in the accompanying engagement letter) and payable within 30 days, will also include any expenses (copying charges, fax charges, postage, messenger services, mileage,

long distance telephone charges, computerized-research, e-discovery and other electronic data charges, etc.) incurred or advanced by us on Client's account or which are due to be paid on Client's account. These expenses may be incurred in the normal course without advance approval from Client. In-house charges (such as copying charges, fax charges, charges for processing, producing and/or storing e-discovery materials, etc.) will be billed at our standard charge rate. You agree that expenses incurred to third parties will either be forwarded to Client for direct payment or, if paid by our firm, billed to you at the rate charged by those third parties. If Client fails to make payment of our fees and disbursements as provided in this letter, consistent with our obligations to Client under the Rules of Professional Conduct, we may discontinue our representation of Client and/or take other appropriate action. Discontinuation of representation does not eliminate Client's responsibility for fees and expenses already incurred. In addition, we reserve the right to assess a monthly service charge of 2% per month on any accounts more than 60 days in arrears. In no event will the service charge be greater than that permitted by any applicable law. We also reserve the right to charge a service fee of no more than 2% for payment of fees and/or disbursements by credit card.

A Client may have insurance coverage that will apply to some or all of our fees and expenses. Regardless of the limits of that coverage (or its discontinuation), Client remains responsible to us for all billed fees and expenses.

We will bill Client for our time and expense in responding to subpoenas (or other judicial orders), auditor's letters or other proceedings, requests and requirements arising out of or related to our representation of Client in any matter.

If requested, we will, if possible, provide you with an estimate and/or budget for a matter. Such estimates/budgets, however, cannot be predicted with certainty and therefore are not binding unless we have expressly agreed to limit our fees accordingly.

If you disagree with any invoice, you must notify us of the nature of your dispute within 30 days of your receipt of that invoice. You agree that your failure to do so will result in that invoice becoming your final binding obligation.

While we make every effort to bill fairly and clearly, occasionally fee disagreements arise between attorneys and their clients. If there is any dispute regarding our fees, Client may have the right to arbitrate that dispute pursuant to 22 NYCRR part 137.

5. **Disputes and Claims.** Except to the extent required by 22 NYCRR part 137, any dispute or claim arising out of or in any way relating to the Firm's representation of you, including, but not limited to, any claim of tort, breach of fiduciary duty, legal malpractice, negligence or breach of contract shall be finally settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof. The place of arbitration shall be in the city and state of the Bond office where the legal work was substantially performed. This agreement to confidential arbitration shall constitute an irrevocable waiver of each party's

right to a trial by jury, but the arbitrators shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in the jurisdiction where the arbitration is being held. The Statute of Limitations for any such disputes or claims shall be two years from when the dispute or claim first arose. You acknowledge that, before agreeing to these terms, you have had a full and fair opportunity to consult with independent counsel concerning these specific provisions.

6. **Communications.** We agree that during the course of this engagement each of us will communicate and/or otherwise make documents available electronically, including through e-mail and/or the use of cloud computing. Although the use of technology involves some risk that third parties may access confidential communications, we both understand and agree that the benefits of using this technology outweigh the risks of unintended disclosure. If there are specific communications that you wish sent only through encrypted and/or password protected (or other) means, you agree to advise us. You will make sure that any computer or device you use in communicating with us is private and secure, password protected and not accessible by a third party, as that could impact the attorney-client privilege.

7. **In-Firm Privilege.** Our firm has a General Counsel who provides legal advice to our lawyers and staff. If any of Bond's lawyers representing you communicate with Bond's General Counsel (or his or her designee, including outside counsel) regarding our firm's rights and obligations with respect to its representation of you, you agree that those are privileged and confidential communications of Bond and protected by the attorney-client privilege. You will not be billed for those communications.

8. **Files.** Either during or at the conclusion of our representation of Client in connection with this matter, at its request and provided outstanding fees and costs have been paid, we will return to Client its papers and property in our possession, reserving the right at any time to convert and return file materials in electronic format, at our discretion. Client may be charged reasonable costs associated with researching, retrieving, compiling, copying and/or delivering file contents in response to Client's request. Our internal records and documents related to this representation will be retained solely by us. These internal materials include firm administrative records, time and expense reports, accounting records and internal work product (including notes, drafts, internal memoranda, research, etc., prepared for the internal use of our lawyers). We retain the right to destroy or dispose of these internal materials after a reasonable period of time following the end of our representation of Client, without further notice to you. Unless we notify you differently, we generally will maintain Client materials of significance for a period of seven years following the end of the matter. Thereafter, you agree that we may destroy them without further notice to you.

9. **Termination of Representation.** You have the right to terminate our representation at any time for any reason. However, termination does not affect your responsibility for our fees and expenses. We may terminate our representation of Client in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate our representation of you include (but are not limited to): (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of Bond;

(6) your material breach of our engagement letter and/or these Terms; or (7) any other reason permitted or required under the applicable Rules of Professional Conduct. In the event that we terminate this engagement before completion, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and your consent to withdrawal shall not be unreasonably withheld. Unless terminated earlier, our representation of Client will terminate upon completion of the services which we were retained to provide. Files will be returned pursuant to Section "8" above and consistent with the Rules of Professional Conduct.

10. **Governing Law and Venue.** The rights and obligations of you and Bond arising under or in connection with our representation of you on this matter will be governed by the laws of the state of the Bond office where the legal work was substantially performed without regard to conflicts of laws principles. In the event that any part or parts of these Terms and Conditions of Representation are deemed to be unlawful, all other provisions remain in full force and effect.

11. **Waiver of Conflicts.** During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client and agreed to waive any existing conflict. You agree, however, that you will not unreasonably withhold your consent and waiver of any conflict if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

12. **Acceptance of Terms of Representation.** Your agreement to this engagement constitutes your knowing acceptance of the foregoing Terms of Representation, and an acknowledgement that you have had the right to consult with independent counsel regarding all of them. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

PHONE: 212-820-9300
FAX: 212-514-8425

7 WORLD TRADE CENTER
250 GREENWICH STREET
NEW YORK, NY 10007
WWW.HAWKINS.COM

NEW YORK
WASHINGTON
NEWARK
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND
ANN ARBOR

(212) 820-9662

December 14, 2020

Michael A. Piccirillo
City Controller
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

Dear Mike:

Pursuant to your request, we submit this letter providing for the terms of our engagement as bond counsel to the City of Glen Cove, New York (the "City"). If you are in agreement, please sign or arrange for any other appropriate officer of the City to sign in the space provided and return a copy to me either by email or hard copy. We appreciate the opportunity to serve the City.

1. *Client; Limited Scope of Representation.* Our client in this matter will be the City of Glen Cove, New York. We will be engaged hereunder to render legal advice to the City as its bond counsel in connection with the issuance of the bonds or notes of the City pursuant to the New York Local Finance Law and/or other applicable statutes and law (bonds and notes of the City being referred to herein collectively as "Obligations"). Our primary responsibility as Bond Counsel to the City will be to render an opinion (the "Opinion"), subject to the completion of proceedings to our satisfaction, regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations and, if applicable, excludability of interest on the Obligations from gross income for federal and state income tax purposes.

A significant emphasis in discharging this responsibility is the preparation of a record sufficient to enable us to render an Opinion. However, in the process of reaching the point at which we have prepared such a record, we expect to be called upon to perform a number of related functions, including the following:

(a) Participation in discussions and conferences with representatives of the City, regarding the City's financing program and requirements;

(b) Preparation of all financing authorization documents, including bond and note resolutions;

(c) Providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including federal arbitrage regulations and private activity restrictions and attending to all necessary Internal Revenue Service reporting requirements (but not including preparation of arbitrage rebate and similar reports, which would be billed separately, if requested);

(d) Participation in conferences and telephone conversations with representatives of the City and the City's financial advisor in scheduling and structuring each bond and note financing;

(e) Assistance in drafting and review of bond purchase agreements, forms and underlying documentation relating to the financing;

(f) Review of certain sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Obligations; however, unless provided for and agreed to in a separate agreement, we will not act as disclosure counsel to the City and therefore will not have any specific responsibility to assist in the preparation of the official statement or advise with respect to compliance with state and federal securities law, other than with respect to the execution and delivery of the appropriate agreement or undertaking regarding continuing disclosure;

(g) Preparation of continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;

(h) Consultation with the City, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;

(i) Preparation, drafting and review of closing papers;

(j) Review of municipal bond insurance policies and related documents provided by the bond insurer, in the event a bond or note issue is insured;

(k) Delivery of securities to The Depository Trust Company in New York City to be held in escrow until the closing;

(l) Rendering of our final approving legal opinion with respect to each financing.

Our Opinion will be addressed to the City and will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing").

The Opinion will be based on facts and law existing as of its date. In rendering our Opinion we will rely upon the certified proceedings and other representations and certifications furnished to us, including representations and certifications of public officials, counsel for and representatives of the City, any credit enhancer of the Obligations, and the underwriters of the Obligations, the trustee for the Obligations, if any, and other persons, without any undertaking by us to verify the same by independent investigation, and we will assume continuing compliance by the City and all other participants in the transaction with applicable laws relating to the Obligations. During the course of this engagement, we will rely on the City to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that the City will direct members of its staff and other employees to cooperate with us in this regard. In rendering our Opinion, we are entitled to expressly rely upon the City's other counsel as to the issuance: (i) not constituting or creating a default in the performance of the City's outstanding contractual duties and obligations, (ii) being in contravention of any legislative and regulatory provision and (iii) being in compliance with any outstanding judicial or administrative order or decree. Our duties in this engagement are limited to those expressly set forth above.

Unless agreed to in advance by the City as services to be provided on an hourly basis, as discussed in Exhibit A, our duties do not include, among other things:

- (i) Except as described in paragraphs (f) and (g) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;
- (ii) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission;
- (iii) Preparing blue sky or investment surveys with respect to the Obligations.
- (iv) Drafting state constitutional or legislative amendments;
- (v) Pursuing test cases or other litigation such as contested validation proceedings;
- (vi) Making an investigation or expressing any view as to the creditworthiness or financial strength of the City or any other party or of the Obligations;

- (vii) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations; and
- (viii) Addressing any other matter not specifically set forth above that is not required to render our Opinion.

It is expressly agreed that the City shall not request the firm to provide predictions or advice regarding, and that the firm shall provide no predictions or advice and owes the City no duty regarding, the financial structuring or feasibility of any arrangement or any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto.

In delivering our Opinion, the firm does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Bonds, nor does the firm represent, warrant or guarantee the actual performance rendered by participants in any transaction with the City.

It is also expressly agreed that (i) our client for purposes of this representation is the City and not any of its officers or employees, members, creditors, bondholders, or any other entities having any interest in the City or in which the City has an interest, and (ii) accordingly, this engagement will not establish an attorney-client relationship between the firm and any such individual, member or other entity.

2. *Term of Engagement.* This engagement shall commence on January 1, 2021 and shall terminate on December 31, 2022; provided, however, that either the City or the firm may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the City's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, the firm will be paid for services satisfactorily rendered by the firm up to the date of termination, and for any post-termination services requested by the City in connection with the termination.

3. *Conclusion of Representation; Retention and Disposition of Documents.* At the City's request, its papers and property will be returned to it or delivered to successor counsel, as it may direct, promptly upon receipt of payment of outstanding fees and expenses. Our own files pertaining to this engagement will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda, and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement.

4. *Post-Engagement Matters.* After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which we have advised the

City during the course of this engagement. Unless you subsequently engage us, after completion of this engagement, to provide additional advice on such issues, the firm has no continuing obligation to advise you with respect to any such future legal developments.

5. *Fees and Expenses.* Fees for our services in connection with this engagement shall be calculated as described in the attached Exhibit A. In addition to, and not in limitation of, any other rights, the City may have a right to arbitrate fee disputes under applicable law, including Part 137 of Title 22 of the Codes, Rules and Regulations of the State of New York, to the extent applicable, a copy of which we will provide you upon request.

6. *Consent to Conflict; Non-reliance upon Hawkins Representations.* The firm from time to time has represented, currently represents, and may in the future represent, various underwriters or purchasers of municipal bonds in financings involving other issuers. The City consents to the firm simultaneously representing such underwriters or purchasers and the City. The City acknowledges and agrees that it has not relied upon any firm representations or statements of any kind in deciding to give its consent. Instead, to the extent it has deemed it necessary, the City has consulted with other independent counsel and that it has exclusively relied upon such other counsel, if any, in deciding to consent.

7. *Attorney-Client Privilege.* In recent years, several courts have held that when a firm reviews its compliance with professional conduct rules or other law in the representation of a client, the firm may not be able to claim attorney-client privilege for its review unless the firm withdraws from representing the particular client before conducting the review or the client agrees that the firm can assert privilege for any such review. We believe it is in the interest of our clients that the firm have the protection of the privilege in connection with internal reviews of its work for you. The City agrees that any communications between the lawyers and staff working on the City of Glen Cove matters and the lawyers at the firm who may be reviewing that work for compliance with professional conduct rules or other law will be protected by the firm's own attorney-client privilege and that any such review will not constitute a conflict between our interests and your interests.

8. *Client Responsibilities.* The City agrees to cooperate fully with us and to provide promptly all information known or available to the City relevant to our representation. The City also agrees to pay our statements for services and expenses in accordance with paragraph 5 above.

9. *Fully Integrated Agreement; Merger; No Oral Amendments or Modifications.* This agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by each of us and memorialized in a supplement hereto.

We are pleased to have this opportunity to work with the City. I trust that you will not hesitate to call me if you have any questions or comments during the course of this engagement.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert P. Smith", written in a cursive style.

Robert P. Smith

Agreed and Accepted:

CITY OF GLEN COVE

By: _____

Title: _____

Date: _____

Exhibit A

FEES

The bond counsel fees for delivery of legal opinions concurrently with the issuance of bonds and notes by the City of Glen Cove the ("City") would generally be computed as follows:

Bond Issues

Base charge of \$1,650 in connection with the preparation of proceedings relating to the public or private sale of serial bonds, plus a charge of \$1.20 per \$1,000 principal amount of bonds issued up to \$5,000,000, and 95¢ per \$1,000 principal amount of bonds in excess of \$5,000,000.

Note Issues

Our schedule of fees for notes, including bond anticipation notes, tax and revenue anticipation notes, capital notes and budget notes, whether original or renewal issues, or issues which combine new obligations with renewal obligations, is 75¢ per \$1,000 principal amount of notes issued up to \$5,000,000, and 60¢ per \$1,000 principal amount of notes in excess of \$5,000,000, subject to a minimum fee of \$600.

Resolution Preparation and Disclosure and Tax Review

Our fee for preparation of tax anticipation note and revenue anticipation note resolutions is \$300. Our fee for preparation of bond resolutions ranges between \$300 and \$750 depending upon the degree of research and complexity involved in the preparation of each bond resolution. If more than one capital project is authorized in a single bond resolution we would charge an additional project fee of \$25 per project. If the City prepares an Official Statement or other disclosure document in connection with a bond or note issue, we would ask to be compensated in an amount in the range of \$500 to \$1,250, depending upon our level of involvement, for our assistance in review of the disclosure document. If tax-exempt bonds or notes are to be issued, we would request a fee between \$500 and \$1,250 for review and analysis of federal tax matters affecting the City's bonds or notes.

Hourly Fees

The scope of bond counsel services required in connection with a particular financing is often difficult to anticipate. Therefore, in addition to the foregoing fees, we would propose to charge a fee of \$195 per hour (being a "blended" rate) for attorney time spent in meetings with City officials in the City or elsewhere, for attendance at rating agency sessions, for working group sessions with the City's financial advisor and its own finance team, for our work on drafting and reviewing disclosure materials, and for review of any documentation which is required in connection with the negotiation by private sale of any City obligations.

For matters apart from the foregoing, including responding to audits or inquiries of the Internal Revenue Service (IRS), Securities and Exchange Commission (SEC) or other authorities, or research on behalf of the City or attendance at meetings in connection with the development of possible new financing alternatives for the City, we would propose to bill at our customary hourly rates or at an alternative rate, as the City may agree fee, for each such matter.

Incidental Expenses

In addition to the aforesaid fees, we generally bill for our out-of-pocket disbursements, including the following specific items: telephone tolls, postage, duplication of documents, postage, overnight delivery and messenger charges. The aggregate amount of disbursements is usually nominal, but not subject to precise statement in advance.

Billing Procedure

With respect to bond and note issues, it is our practice to submit a bill within two to four weeks following a closing. Unless otherwise requested by our clients, our statements identify the pertinent financing, state the fee, and enumerate by general category the total amount of disbursements. With respect to other matters, our statement would list and identify by number of hours and name, the time spent by individual attorneys on particular matters. Such billings would ordinarily occur not more than monthly, subject to modification demanded by the intensity of our involvement with the City. We, however, would gladly provide more detailed documentation of any or all charges at the request of the City.

Should you have any questions with respect to the foregoing or should such billing method not be desirable, we would appreciate the opportunity to consult with you in order to formulate a new method satisfactory to you.

Capital Markets Advisors, LLC

Independent Financial Advisors

Section 2 Compensation

2.01 For CMA's performance of services on behalf of the City as described in Section 1 hereof, CMA's fees, some of which are contingent on a financing closing, will be as follows:

- For new money bond issues: a base fee of \$9,500 plus \$0.60 per \$1,000 of bonds issued
- For note issues: a base fee of \$5,000 plus \$0.30 per \$1,000 of notes issued
- For refunding bond issues: a base fee of \$19,500 plus \$1.00 per \$1,000 of bonds issued plus \$5,000 per each additional series of bonds refunded or refunding bonds issued
- For capital lease issues: a base fee of \$6,500 plus \$.50 per \$1,000 of lease debt issued
- For Continuing Disclosure Services as required by the SEC: \$2,600 annually
- For services unrelated to a bond or note issuance: an hourly fee of \$195 per hour.

2.02 The City will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.

2.03 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be for one year from the date hereof.

Section 4 Disclosure

CMA does not assume the responsibilities of the City, nor the responsibilities of the other professionals and vendors representing the City, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the City. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the City. Information obtained by CMA, either through its own efforts or provided by the City, included in the financing documents, or otherwise provided to the City, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA.

Section 5 Required Regulatory Disclosure

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB

Capital Markets Advisors, LLC

Independent Financial Advisors

is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 requires that municipal advisors, including CMA, inform their clients as to any conflicts of interest that may exist that could impact the client. To the best of our knowledge and belief, neither CMA nor any registered associated person has any material undisclosed conflict of interest that would impact CMA's ability to service the City.

Section 6 Independent Contractor

CMA hereby acknowledges and agrees that its status under this Agreement will be that of an independent contractor. CMA and its officers, agents and employees shall not represent themselves as City employees to any third party, nor shall they make any claim to the City, or to any other person or entity, for benefits or privileges granted to City employees, including but not limited to, Unemployment and Workers Compensation benefits. CMA further acknowledges and agrees that the City shall not take any deductions or withholdings from CMA's compensation to pay federal or state taxes, or any other assessment, cost, expense or obligation which CMA or its officers, employees or agents may incur as a result of CMA receiving compensation pursuant to this agreement.

Section 7 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

Section 8 Modification and Termination

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth on the first page hereof.

Capital Markets Advisors, LLC

City of Glen Cove, New York

Richard Tortora

Richard Tortora
President

By: _____

Name: _____

Title: _____

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this ____ day of _____, 2020 by and between the City of Glen Cove, New York (the "City") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond and note financings (the "Issue"), undertaken by City during the term of this Agreement.

- 1.01 Review legal, financial, economic and other information necessary for CMA to advise the City in planning, structuring and completing each Issue undertaken by the City.
- 1.02 Discuss plan of financing including funding requirements and structuring alternatives, given local resources, market conditions, budgetary constraints, future capital needs and such other matters as the City and CMA deem relevant.
- 1.03 Make presentations to the City Council and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the City's request.
- 1.04 Prepare or assist in the preparation of financing documents, as required by the City, including but not limited to: Official Statement, Notice of Sale and Bid Sheet, request for a credit rating, request for municipal bond insurance (if necessary), DTC Letter of Representations and debt statement.
- 1.05 Upon the request of the City, CMA will assist the City in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, escrow agent, verification and financial printer, if appropriate.
- 1.06 Prepare and maintain a financing schedule, cost of issuance for refunding transactions and take such other actions requested by the City to efficiently manage each Issue.
- 1.07 Post the sale documents on CMA's website, send an email to prospective bidders and post notice in The Bond Buyer to market the Issue.
- 1.08 Participate in debt sale, confirm net interest cost calculation and make award recommendation.
- 1.09 Assist the City with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.10 Prepare and file required Continuing Disclosure and Material Event Notice Filing Pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934.

Resolution 6-Z





11/4/2020

Contract

Parks Department
City of Glen Cove
Glen Cove, NY

Project: Additional Engraving on Veterans Monument-The Landing Roll of Honor"

Scope North Shore Monuments will supply all labor and materials to sandblast (5) 12" military emblems under the Landing Roll of honor Header lettering for Monument

Price for additional engraving of military Emblems and added labor
Total: \$3,175

Base contract for engraving lettering on monument
per previous agreement \$2,500

Rep, North Shore Monument, Date

Rep., City of Glen Cove,

THE LANDING ROLL OF HONOR



BENJAMIN BOWNE
JAMES CURRAN
EDWARD CZAJKOWSKI
EUGENE CZAJKOWSKI
THEODORE CZAJKOWSKI
GEORGE DELSE
JOHN DONALDSON
ADOLPH GRABOWSKI
EDWARD GRABOWSKI

MATHEW KARPISKI
BEN LEVY
JOSEPH PALMIOTTO
WILLIAM PEET
JOHN ROSSON
BERNIE SCHOLZ
JOHN SARKOWSKI
JOSEPH YOUNG
LOUIS YOUNG
MORRIS YOUNG

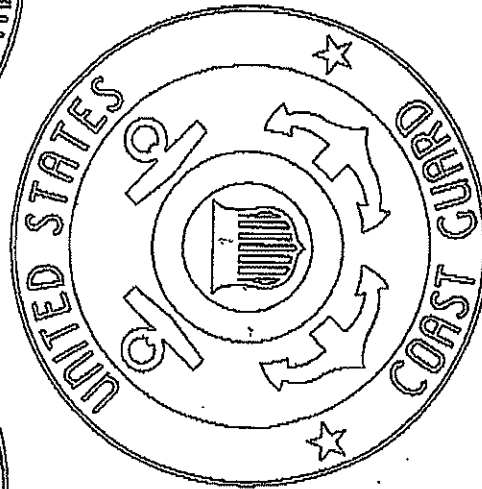
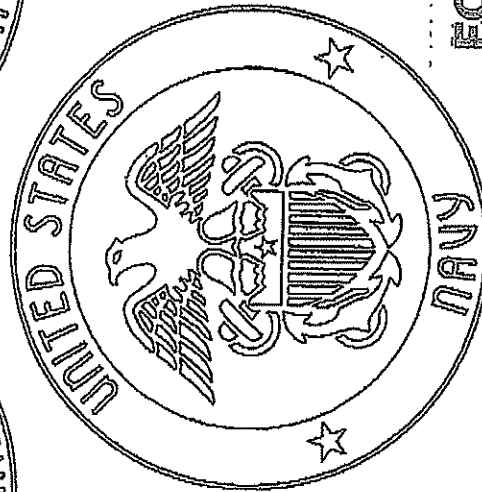
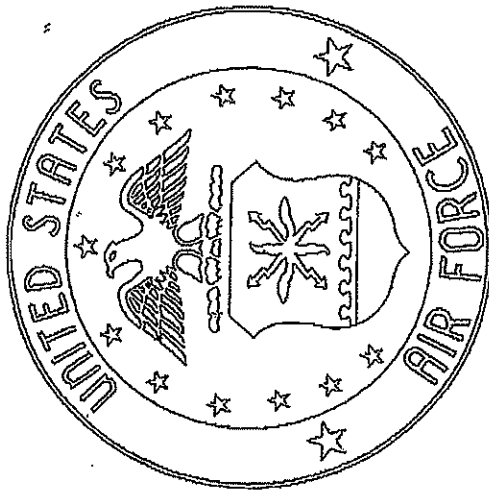
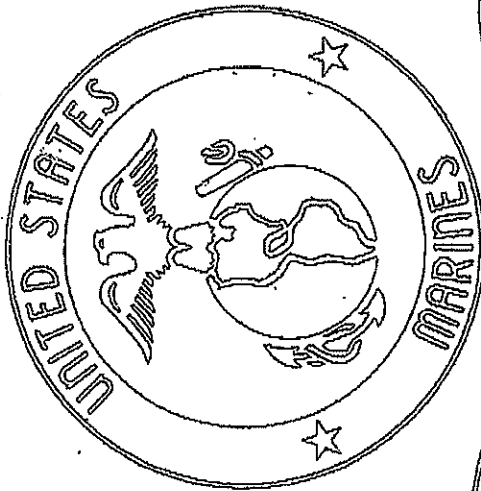
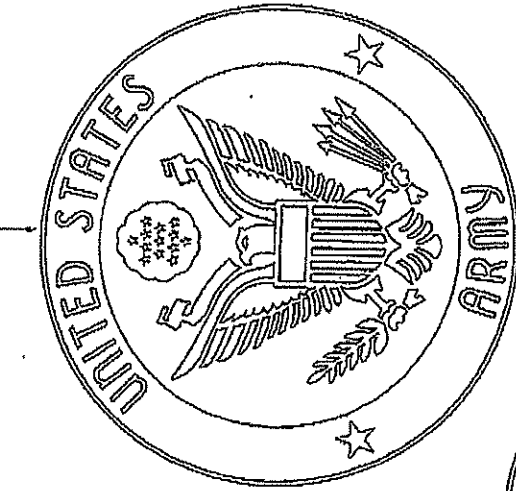
FOR YOUR APPROVAL

Please check over this FULL-SIZE PLAN and return it to us at once.
This plan shows exactly how the memorial will look when completed.
Mark clearly any CORRECTIONS or ALTERATIONS right on the plan.
When you sign below, YOU ASSUME FULL RESPONSIBILITY for the
correctness of SPELLING, INITIALS, DATES and DESIGN that will be
set on this memorial.

NORTH SHORE MONUMENTS
667 CEDAR SWAMP ROAD
BROOKVILLE, NY 11545

Dancya Solzen
Please sign on the above line.

12" emblems



FOR YOUR APPROVAL

Please check over this FULL-SIZE PLAN and return it to us at once.
This plan shows exactly how the memorial will look when completed.
Mark clearly any CORRECTIONS or ALTERATIONS right on the plan.
When you sign below, YOU ASSUME FULL RESPONSIBILITY for the
correctness of SPELLING, INITIALS, DATES and DESIGN that will be
cut on this memorial.

NORTH SHORE MONUMENTS

567 CEDAR SWAMP ROAD
BROOKVILLE, NY 11545

Theresa Selye
Please sign on the above line

Darcy Belyea

From: Darcy Belyea
Sent: Friday, December 11, 2020 3:49 PM
To: Gaspare Tumminello; Timothy Tenke
Cc: Jocelyn Wenk; Ann Fangmann; Anthony Jimenez; Maggie; Debbie Moran; Kristen Foster; Gregory Kalnitsky
Subject: RE: December 15 2020 Pre-Council Meeting
Attachments: 12112020-204517.pdf; 12112020-204558.pdf

Gaspare/Mayor-

Attached is an agreement permitting North Shore Monuments to add additional names to the Landing Roll of Honor monument at Morgan Park, which requires council resolution and then the Mayor's signature.

This additional lettering has been in the works since the monument was unveiled more than two years ago.

The cost is \$5,675 and includes lettering and service emblems (see attached). These drawings have been approved by those working internally on this project and copied here, as well as Veteran's Affairs Coordinator Tony Jimenez and former VFW Commander Ben Farnan.

The designs have been approved but the agreement needs to be executed for the work to be scheduled.

This additional cost will be paid for out of Parks Dept capital line H7140-52240-1744 Park Improvements.

As a reminder, this project was initially paid for by a DASNY grant obtained and administrated by CDA, but there were no remaining funds available for this additional work.

Please let me know if you have any questions.

Thank you,

Darcy A. Belyea

Director of Parks & Recreation
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Phone: 516-676-3766
Fax: 516-320-7803

From: Gaspare Tumminello <gtumminello@glencoveny.gov>
Sent: Wednesday, December 09, 2020 4:53 PM
To: Amy Franklin <AFranklin@glencoveny.gov>; Angie Graziosi <AGraziosi@glencoveny.gov>; Ann Fangmann <afangmann@glencovecda.org>; Beth Cohen <bcohen@glencovepd.org>; Camille Byrne <cbyrne@glencovecda.org>; Chris Ortiz <cortiz@glencovepd.org>; Christine Rice <crice@glencoveny.gov>; Christopher DeMetropolis <CDeMetropolis@glencoveny.gov>; Darcy Belyea <DBelyea@glencoveny.gov>; Debbie Moran <Dmoran@glencoveny.gov>; Denise OConnor <Doconnor@glencoveny.gov>; Donna Marino

Resolution 6-AA





Guardian Gate Company Inc.
PO Box 363
Medford NY 11763
718-725-4700
sales@guardiangatesny.com

Estimate

Date	Estimate #
12/9/2020	31840

Name / Address
City Of Glen Cove 100 Morris Ave Glen Cove NY 11542 516-676-4402 516-676-3104 516-369-5065 Manny

Ship To
100 Morris Ave Glen Cove NY Vinny 516-322-4219 Hours: 7AM-3:30PM Dept of Public Works Yard

P.O.#	Terms	Rep	Tax Exempt #
	COD	DC	

Item	Description	Qty	Cost	Total
Slats (3" Flat)	Option #1 - Replace the immediate damaged slats. Gate #4 (Gate info: 295 1/4" t2t x 202" RHD with 3" solid flat slat and 3 1/2" angle guides. Installed on interior. Replace (20) 3" galvanized flat slats with end locks and new double steel angle bottom bar with rubber. Service Note: The 20 damages slats are located in different sections of the curtain. The entire curtain will need to be disassembled in order to replace. Bucket truck or scissors lift needed to do the repair.	1	2,350.00	2,350.00T
Curtain (Ne...	Option #2 - Replace the entire curtain on the roll down gate. Recommended. Gate #4 (Gate info: 295 1/4" t2t x 202" RHD with 3" solid flat slat and 3 1/2" angle guides. Installed on interior. Install (1) new 3" galvanized flat slat curtain with endlocks and new double steel angle bottom bar with rubber. Price \$3850.00 Note* The existing curtain has slats that are bent at the end. If the client only chooses the repair Guardian will not be held responsible if the curtain jam at a new location in the future.			0.00T

Date: _____

Print Name _____

Signature _____

Subtotal \$2,350.00

Sales Tax (8.625%) \$202.69

Total \$2,552.69



CITY OF GLEN COVE

PURCHASE REQUISITION FORM

DATE: _____

P.O. NUMBER: _____

FROM DEPT:	FUND LINE NAME:	SHIP TO:
	FUND LINE NUMBER:	ATTENTION OF:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE

SIGNATURE OF EMPLOYEE COMPLETING FORM	RECOMMENDED VENDOR:	ESTIMATED TOTAL COST:
DEPARTMENT HEAD SIGNATURE		ACTUAL COST:
	CITY VENDOR #	

**** QUOTE(S) OR RELEVANT BACKUP MUST BE ACCOMPANIED WITH THIS FORM. FAILURE TO DO THIS WILL RESULT IN NO PO# BEING GENERATED, NO EXCEPTIONS!***