

PROFESSIONAL SERVICES CONSULTING AGREEMENT

AGREEMENT made as of this 1st day of January, 2008, by Elm Consulting Group Ltd., 31 Dosoris Way, Glen Cove, New York 11542 (hereafter referred to as "Consultant"), and the City of Glen Cove, a municipal corporation in the County of Nassau and State of New York (hereafter referred to as the "City"), 9 Glen Street, Glen Cove, New York 11542.

WHEREAS, the City and Consultant desire to enter into an agreement for the performance by Consultant of professional services in connection with certain activities being conducted in the City, as hereafter more particularly stated;

NOW, THEREFORE, in consideration of the obligations hereafter set forth, the parties hereto agree as follows:

1. **STATEMENT OF WORK.** Consultant shall use best efforts, in accordance at least with prevailing minimum area standards for same, to perform professional services and other related duties, including the rendering of such progress and final reports in such form and content as may be requested in writing from time to time by the City, including but not limited to the following: the development and implementation of a 911 system.

Under this Agreement, Consultant shall at all times act as an independent professional contractor and not as an employee of the City, and shall have no authority to act as an agent or representative of the City or to enter into any financial or other contractual commitment on behalf of the City without the prior written approval of same

granted in accordance with law. This Agreement shall be effective from January 1, 2008 to December 31, 2008 unless sooner terminated as provided hereafter.

2. **PAYMENT.**

(a) **Fee Paid.** The City shall pay Consultant a fee of \$ _____, appropriated for services performed hereunder during the term of this Agreement. Payment for fractional periods shall be pro-rata. Time spent in travel hereunder shall not be deemed to be time spent on such work, and there shall be no reimbursement for expenses incurred in travel between Consultant's place of business or residence and the City Hall or other City facilities. There shall be no reimbursement for photocopying expenses or facsimile transmission expenses. The foregoing provisions shall constitute the sole and exclusive compensation due Consultant under this Agreement.

(b) **Rendition of Invoices.** Payment of fees will be made upon the submission by Consultant to the City Controller of invoices in the form prescribed by the City. Such invoices shall specify in detail the periods for which fees are claimed and the services performed.

3. **TERMINATION.** This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause, for any reason whatsoever, at any time by either party giving thirty (30) days written notice to the other.

4. **CONFLICTS OF INTEREST.** Consultant represents that neither he nor his firm is now performing, nor will perform during the period of effectiveness of this

Agreement, any consulting or other services for any person, firm or corporation which results or might result in a conflict of interest between Consultant and the City, directly or indirectly. Consultant agrees promptly to disclose any and all such conflicts of interest in writing to the City, giving full particulars.

5. TITLE TO DATA AND PROPERTY PRODUCED BY

CONSULTANT. Consultant agrees that title to and all rights and other legal interest in all correspondence, memoranda, records, data, analyses, graphs, reports, physical property and other subject matter prepared, procured or produced in the rendition of services hereunder shall vest exclusively and remain jointly with the City and Consultant, and Consultant shall not have the right to sell, disclose or make same available to third parties without the prior written consent of the City.

6. CONFIDENTIALITY. Consultant agrees to treat and maintain as confidential, and not to disclose to any third party or to use for his own benefit, reproduce or have reproduces, any information or other such document or data obtained, learned or produces as a result of the services rendered hereunder (except to the extent required by law) without prior written consent of the City, which consent shall not unreasonably be refused, and to both require and furnish copies to the City of an identical covenant executed by all agents, employees, or subcontractors of Consultant participating in the rendering of the services hereunder.

7. INSURANCE AND INDEMNITY. Consultant shall pay all lawful costs and charges incurred by Consultant in the performance of services hereunder, whether or not reimbursed to Consultant by the City, including, but not limited to, salaries and wages

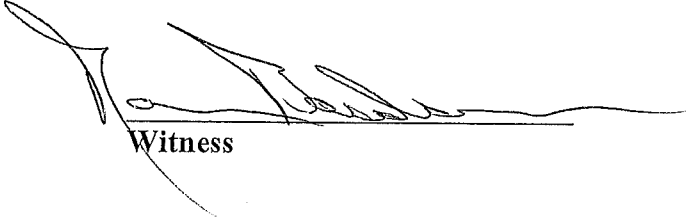
of Consultant's employees (the latter in accordance with applicable minimum wage laws), and shall procure and maintain such Disability and Unemployment insurance as required by law. Consultant shall and does hereby agree to indemnify, defend and hold the City harmless from any and all claims, expenses, costs, damages or liability, including reasonable attorneys' fees, arising out of Consultant's performance of this Agreement, whether asserted by Consultant's employees, agents, representatives or subcontractors, or by any third party, and whether concerning property damage, personal injury or monetary loss, and shall furnish to the satisfaction of the City's Attorney within ten (10) days of the date of this Agreement, proper and adequate certificates if insurance applicable to the foregoing obligations.

8. COMPLIANCE WITH LAWS. Consultant agrees to comply with all New York laws and regulations applicable to the services to be performed under this Agreement. This Agreement shall be governed by and construed under the laws of the State of New York.

9. COMPLETE AGREEMENT: GENERAL PROVISIONS: This Agreement is hereby deemed to be complete, take precedence over all other prior or existing understandings or agreements, if any, whether oral or written, and shall not be modified, assigned or transferred except upon the written consent of both parties hereto. All notices by either party to the other required or permitted hereunder shall be effective if sent by ordinary mail to the other party at the address first above written, unless a different address be sooner specified in writing, and this Agreement may not be assigned or transferred by Consultant without prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year above written.

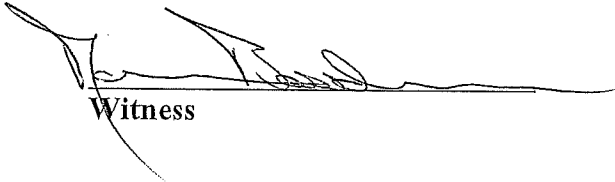
THE CITY OF GLEN COVE



Witness

By: 
Mayor Ralph V. Suozzi

ELM Consulting Group Ltd.



Witness

By: 