

Resolution 6-A

Resolution offered by Mayor Tenke and seconded by: _____

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

(See attached)

Resolution 6-B

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the claim of Steven Buie, Jr., 174 Glen Cove Avenue, Glen Cove, New York 11542, in the amount of \$1,392.06.

Resolution 6-C

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 Total Technology Solutions, 1895 Walt Whitman Road, Melville, New York 11747, in the amount of \$17,500.

Fund Line: MS1930-55995

Resolution 6-D

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to Resolution to renew the 5 year service contract in the amount of \$1,495 with Stryker/ Lifenet for internet data service to send patient data to the medical control facilities/hospitals, patient data management, and 24/7 Technical Support.

Fund Line: A4540-55438

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the amendment of By-Laws of The Glen Cove Volunteer Emergency Medical Service Corps.

(see attached)

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes D&B Engineers and Architects, P.C. (D&B) to provide the continuation of professional services for the identification of potential new wells to meet the requirements of the Nassau County Department of Health. Services shall include study, design, and construction management for test wells at Glen Cove HS and in the rear of the former Coles School site. All work shall be in accordance with the D&B approved On-Call contract with the City in the not-to-exceed amount of \$37,796.62.

Funding Line: F8300-55438

Resolution offered by Mayor Tenke and seconded by: _____

WHEREAS, Tyler Technologies, Inc. and the City of Glen Cove are parties to an Application Service Provider Agreement dated October 13, 2006, as amended (collectively, the “Agreement”); and

WHEREAS, the parties previously agreed to auto-renewal language in an amendment dated August 18, 2015 in which the term of the Agreement would renew automatically for additional one (1) year terms, at Tyler’s then-current SaaS Fees, commencing September 1, 2018 unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term; and

WHEREAS, the parties now desire to remove the auto-renewal language and agree to a defined term.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual promises hereinafter contained, Tyler Technologies and the City of Glen Cove agree as follows:

1. SaaS Term. The term of the Agreement is for a period of three (3) years commencing September 1, 2020 and continuing through August 31, 2023 (“Term”).
2. SaaS Fees. SaaS Fees are invoiced quarterly in advance beginning on the Term commencement date. Subsequent annual SaaS Fees are invoiced every three (3) months in advance, beginning on the anniversary of the initial invoice date. Your annual SaaS Fees for the Term shall be at Tyler’s then-current rates; provided that Tyler shall not increase the annual SaaS Fees by more than three percent (3%) per year, year over year, for the Term of the Agreement.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enroll the City of Glen Cove Police Department ("GCPD") in the CARFAX for Police Program and subscribe to CARFAX Investigative Tools, the CARFAX E-Commerce Service, and such other tools and services that CARFAX may offer participants of the CARFAX for Police Program, in exchange for motor vehicle accident reports data created or collected by the GCPD.

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a Software License and Service Subscription agreement with CentralSquare Technologies for the Glen Cove Police Department, in amount of \$63,240.96.

Fundlines: A3120-55443, H3120-52230-2024, A3120-54200

Resolution 6-J

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to grant an event permit to Church of St. Rocco for the Church Procession on Sunday September 27, 2020 from 11:00am - 2:00pm.

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 Touch Tone Service.

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a Beverage Service Agreement with W.B. Mason for the rental of water coolers at a cost of \$0.78 per unit and the purchase of Blizzard 5 gallon water bottles at a cost of \$2.35 per unit and/or Poland Spring 5 gallon water bottles at a cost of \$6.99 per unit subject to successive automatic one year renewals with a 30 day termination notice period.

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to extend the agreement, adopted on July 28, 2020, with Christopher MacDonald as an Independent Contractor under the City of Glen Cove Tennis Program until November 14, 2020.

Fund Line: A7140-55433

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes an event permit to St. Patrick's Church in the vicinity of Pratt Blvd & Bridge Street on Saturday, September 26, 2020 at 12:00p.m.

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that William O. Gutekunst is hereby appointed as a part-time Cashier in the Golf Course at \$8.25 per hour effective September 23, 2020.

Budget Line A7180-51120

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that Carlos Gonzalez Sr. is hereby appointed as a part-time Cleaner with the Youth Bureau at \$15.00 per hour effective retroactive to September 10, 2020.

Budget Line A7050-51120

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that Lori K. Lambertson, Justin T. Marzlock and Gurshan Singh are hereby appointed as part-time Crossing Guards with the Auxiliary Police at \$10.00 per hour effective September 23, 2020.

Budget Line A3310-51120

Public Hearing 2-A



LOCAL LAW 01 - 2020
A LOCAL LAW AMENDING SECTIONS §C2-10 OF THE
CITY OF GLEN COVE CITY CHARTER
REGARDING THE RESPONSIBILITIES OF THE PURCHASING AGENT

Section 1: Legislative Intent and Purpose.

To amend sections of the Glen Cove City Charter as it relates to the job duties and responsibilities of the Purchasing Agent. The City Council believes that after a comprehensive review of the pertinent sections of the Glen Cove City Charter as well as procurement within the City of Glen Cove, the Charter should be amended to update and reflect the actual job responsibilities of the Purchasing Agent.

Section 2: Authority.

This local law is enacted in accordance with Municipal Home Rule Law Section 10(c)(1)

Section 3: Legislation:

BE IT ENACTED as follows:

The City Council hereby makes the following amendments to the Glen Cove City Charter:
(Underlined text is to be added and struck through text is to be deleted)

Delete:

Sec. C2-10. City Purchasing Agent.

A. ~~Within~~ The City Purchasing Agent is a position within the Department of Finance ~~there shall be a City Purchasing Agent, who shall be,~~ appointed from an eligible Civil Service list by the Mayor and ~~with the~~ consent of the City Council. The City Purchasing Agent shall:

- (1) ~~Procure~~ Directly procure or approve purchasing of all supplies, materials, equipment, and contractual services required by any department, office, board or commission of the ~~city~~ City of Glen Cove, pursuant to such rules and regulations as may be established by the City Council. All purchases made by the Purchasing Agent shall be pursuant to a signed requisition from the head of the department, office, board, or commission, whose appropriation is to be charged. All purchases shall be made in accordance ~~with the provisions of the~~ New York State General Municipal Law, and the City of Glen Cove's Purchasing Policy, as adopted and amended by the City Council from time to time and any other state or local legislation.
- (2) Establish and enforce, after consultation with the heads of all departments, standard specifications for all supplies, materials and equipment to be purchased by the ~~city~~ City of Glen Cove.

- (3) ~~Prescribe the time process of making requisitions requisitioning~~ for such supplies, materials, and equipment ~~and the future period which said requisitions are to cover.~~
- (4) ~~Inspect all~~ Ensure the inspection of deliveries of such supplies, materials and equipment, and cause tests to be made when necessary to determine the quality, quantity, and conformance with specifications.
- (5) ~~Supervise and control and maintain any central storeroom provided~~ Negotiate and submit to City Council for by the City Council approval all inter-municipal.
- (6) Enter into cooperative purchasing ~~agreements with other government agencies.~~ Agreements.
- (7) ~~Transfer supplies to or between departments, offices, boards and commissions.~~
- (8) ~~Determine, at least annually, what personal property in each office or department is unserviceable or no longer required, and subject to City Council approval, sell or otherwise dispose of such supplies, materials and equipment as may be determined to be surplus, obsolete or unusable.~~
- (9) ~~Make contracts subject to Council approval, with public utilities for supply to the city of power, communications or other utility services.~~
- (10) ~~Maintain an inventory of all personal property belonging to the city.~~
- (6) Assure that contracts are subject to City Council approval, providing all relevant detail on procurement matters in a timely and complete fashion.
- (11)(7) Solicit by public bid or request for proposal, and recommend for award by the City Council, contracts to vendors that have met the required specifications and will provide the best value to the city.

Section 4: This local law shall take effect upon its filing with the New York Secretary of State

Public Hearing 2-B



**ORDINANCE TO AMEND CHAPTER 168, ARTICLE IX OF THE
CITY OF GLEN COVE CITY CODE OF ORDINANCES
REGARDING THE LANDLORD REGISTRY**

BE IT ENACTED, by the City Council of the City of Glen Cove, New York, as follows:

Sec. 168, Article IX; Sections 168-65, 168-67 and 168-72 of the Code of Ordinances of the City of Glen Cove, as to heretofore amended, shall be and the same are hereby amended, to read as follows:

(Underlined text is to be added and struck through text is to be deleted)

Sec. 168-65. Registration of rental dwellings; applicability.

- A. Every owner of a one-family dwelling unit or a two-family dwelling unit in the City of Glen Cove, as defined in this chapter, who is engaged in rental occupancy of such premises shall have a duty to and must register their premises, on an application form available from the Building Department of the City of Glen Cove, within 30 days after the adoption of this Section. ~~t of an application form which shall be delivered by the Building Department Administrator (BDA) of the City of Glen Cove through ordinary United States mail, based on the records of the City of Glen Cove Assessment Department, except as provided herein.~~
- B. It shall be unlawful and a violation of this article for any person or entity who owns or operates a dwelling unit within the City of Glen Cove to maintain, use, lease, rent or suffer or permit occupancy as a rental occupancy after the effective date of this chapter without having registered said dwelling with the Building Department, except as provided herein.
- C. For the purposes of this article "rental occupancy" shall mean the occupancy or use of a dwelling unit by one or more persons as a home or residence under an arrangement whereby the occupant(s) thereof pay rent for such occupancy or use. There shall be a rebuttable presumption that any occupancy of a dwelling unit is a rental occupancy if the owner of such dwelling unit does not reside in said dwelling unit. The term "residential rental premises" shall be interchangeable with the term "rental occupancy."
- D. For the purposes of this article "rent" shall mean a return to the owner or lessor of money, property or other valuable consideration for use or occupancy of a dwelling unit.
- E. For the purposes of this article the definitions contained in Part 1 and Part 2 of this chapter shall be applicable.
- F. This article shall not apply to hotels and motels when operating for their intended purpose within the meaning of state law and local zoning laws; hospitals, congregate care housing for seniors, assisted living for seniors, nursing homes and similar living arrangements; apartment houses, registered multiple dwellings, garden apartments, public housing owned

and operated by governmental agencies; registered boarding houses and registered rooming houses.

Sec. 168-67. Registry form and filing.

- A. It shall be the responsibility of the owner of each residential rental premises which is subject to the provisions of this chapter to timely file a registry application form with the Building Department for each premises, accompanied with a fee, which may be set by Resolution of the City Council from time to time, which form shall require the following information:
- (1) The name, address and telephone number of the owner of record of the residential rental premises intended for rental occupancy.
 - (2) The street address and Tax Map description of the premise containing the dwelling unit(s).
 - (3) A description and location of the premises, including number of rooms, exits and stories, bathrooms and kitchens, and a sketch of each floor layout with dimensions, as well as lot size drawn to scale, and a description and location of off street parking spaces available on the premises.
 - (4) Designation of an agent for notification and service of process where required by this chapter.
 - (5) A statement of the owner attesting to the truth of matters asserted in the application and that to the best of the owner's knowledge no violations of city laws or state laws exist on the premises being registered.
 - (6) The application shall state the registration fee(s) as set by City Council Resolution from time to time.
 - (7) Such additional information as the BDA deems appropriate to the carrying out of the requirements and intent of this chapter.
- B. The application shall be reviewed by the BDA or his designee for adequacy. Should the BDA determine that said application is incomplete, defective or untruthful for any reason, said application shall be marked "rejected" and returned to the filer. A rejected application shall not be deemed to comply with the filing provisions of this chapter.
- C. It shall be the responsibility of each owner to timely notify the Building Department whenever the information provided in the registry application has become outdated or for any reason is no longer accurate.
- D. Every approved application shall be valid for two years and shall be given a registry number by the BDA which shall be valid for two years from the date of issuance. A copy

of the approved application with the approval stamp of the BDA, in original ink, issued to the property owner after satisfactory inspection of residential occupancy, shall be necessary to rent any residential premises in the City of Glen Cove.

Sec. 168-72. Penalties for offenses.

Any person or entity that shall violate any of the provisions of this article or who fails to comply with any of the requirements thereof shall be guilty of a violation, punishable by:

- A. On the first offense: A fine of not less than \$1,000 and not exceeding \$2,000 or by imprisonment for a period not to exceed 15 days, or both, upon conviction of a first offense. [Amended 7-23-2019]
- B. On the second offense: A fine of not less than \$2,000 nor more than \$3,000 or by imprisonment for a period not to exceed 15 days, or both, for a conviction of the second of two offenses, both of which were committed within a period of five years. [Amended 7-23-2019]
- C. On the third offense or any offense thereafter: A fine of not less than ~~\$3,000~~ \$5,000 nor more than ~~\$5,000~~ \$15,000 or by imprisonment for a period not to exceed 15 days, or both, for a conviction of the third of three offenses, all of which were committed within a period of five years.

Resolution 6-A



NEW YORK MUNICIPAL INSURANCE RECIPROCAL

DATE ISSUED 8/19/20

CHECK NO. 0000110448

| Description | Check Amount |
|--|--------------|
| Claim No: CGLEN-2019-001-001, Commercial Property | \$9,375.00 |
| Extra Expense, Invoice No: | |
| First and Final - Claimant: City of Glen Cove | |
| DOL: 1/30/2019, Business Income payment for lost revenue | |
| CHECK TOTAL | \$9,375.00 |

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND A WATERMARK PATTERN ON THE BACK - HOLD AT ANGLE TO VIEW

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

119 WASHINGTON AVENUE
ALBANY, NY 12210

KEY BANK OF NEW YORK
99 WASHINGTON AVENUE, ALBANY, NY 12210
TWIN TOWERS OFFICE

CHECK NO. 0000110448

29-7
213

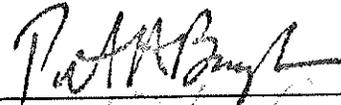
| |
|---------|
| DATE |
| 8/19/20 |

PAY: Nine thousand three hundred seventy five and 00/100 Dollars

TO THE
THE ORDER
OF CITY OF GLEN COVE

| |
|-----------------|
| CHECK AMOUNT |
| \$*****9,375.00 |

MAIL TO CITY OF GLEN COVE
CITY HALL, 9 GLEN STREET
ATTN: MIKE PICCIRILLO
GLEN COVE, NY 11542




SIGNATURE HAS A COLORED BACKGROUND

⑈0000110448⑈ ⑆021300077⑆ 325680004174⑈



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

BUDGET AMENDMENT FORM

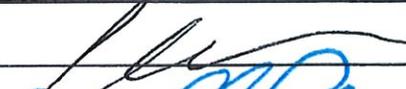
GCF-1 (7/08)

Department: Police

BUDGET YEAR 2020

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | EST. REVENUE INCREASE (DECREASE) | APPROPRIATION INCREASE (DECREASE) |
|----------------|--------------------------|----------------------------------|-----------------------------------|
| A3120-42680 | Insurance Recoveries | \$31,943.60 | |
| A3120-55999 | Property Damages Expense | | \$31,943.60 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Reason for Amendment:
 Accident GL-336-20; vehicle totalled

Department Head Signature:  Date: 9/10/2020
 City Controller Approval:  Date: 9/11/20
 City Council Approval-Resolution Number: _____ Date: _____



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

BUDGET TRANSFER FORM

DEPARTMENT: Police

BUDGET YEAR 2020

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | INCREASE BUDGET | DECREASE BUDGET |
|----------------|-----------------------|-----------------|-----------------|
| A3120-52230 | Equipment Replacement | | \$3,175.00 |
| A3120-55483 | Fees Services | \$3,175.00 | |
| A3120-55420 | Repairs & Maintenance | \$5,000.00 | |
| A3120-55438 | Contractual | | \$5,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Reason for Transfer:

To cover fee services, maintenance repairs

Department Head Signature: [Signature] Date: 9/11/2020

City Controller Approval: [Signature] Date: 9/11/20

City Council Approval – Resolution Number: _____ Date: _____

Resolution 6-B



GENERAL RELEASE

KNOW THAT STEVEN BUIE JR., Claimant in the matter entitled *Buie v. City of Glen Cove*, in consideration of the payment of ONE THOUSAND THREE HUNDRED NINETY TWO DOLLARS AND SIX CENTS (\$1,392.06) 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 COUNCIL 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, STEVEN BUIE JR., 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.

CLAIMANT agrees and acknowledges that this GENERAL RELEASE constitutes a knowing and voluntary waiver of all rights or claims STEVEN BUIE JR. has or may have against the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE.

Claimant STEVEN BUIE JR., 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

Resolution 6-C



GENERAL RELEASE

KNOW THAT TOTAL TECHNOLOGY SOLUTIONS, Claimant in the matter entitled *Total Technology Solutions v. City of Glen Cove*, in consideration of the payment of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500.00) 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 COUNCIL 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 TOTAL TECHNOLOGY SOLUTIONS, ever had, now has, 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.

CLAIMANT agrees and acknowledges that this GENERAL RELEASE constitutes a knowing and voluntary waiver of all rights or claims TOTAL TECHNOLOGY SOLUTIONS has or may have against the CITY OF GLEN COVE, and its agents, successors, and assigns, and all past and present CITY COUNCIL members, administrators, executors, officers, employees, representatives, agents, attorneys, insurers, successors, and assigns of the CITY OF GLEN COVE.

Claimant TOTAL TECHNOLOGY SOLUTIONS, states: TOTAL TECHNOLOGY SOLUTIONS has read this GENERAL RELEASE in its entirety, fully understands its terms, and has been given time to consider its contents. TOTAL

Resolution 6-D





Quick Quote 8/17/2020 8:00 AM

Quote Number: 10238191

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: CITY OF GLEN COVE VOLNTR EMS

Rep: Ryan Pinnix

Attn:

Email: ryan.pinnix@stryker.com

Phone Number:

Quote Date: 08/17/2020

Expiration Date: 11/15/2020

Delivery Address

End User - Shipping - Billing

Bill To Account

Name: CITY OF GLEN COVE VOLNTR EMS

Name: CITY OF GLEN COVE VOLNTR EMS

Name: CITY OF GLEN COVE

Account #: 1123741

Account #: 1123741

Account #: 1294745

Address: 8 GLEN COVE AVE

Address: 8 GLEN COVE AVE

Address: 9 GLEN ST

GLEN COVE

GLEN COVE

GLEN COVE

New York 11542-2807

New York 11542-2807

New York 11542-2798

Equipment Products:

| # | Product | Description | Qty | Sell Price | Total |
|------------------|---------|-------------|-----|------------|--------|
| Equipment Total: | | | | | \$0.00 |

ProCare Products:

| # | Product | Description | Qty | Sell Price | Total |
|----------------|----------|--|-----|------------|------------|
| 1.0 | 78000168 | KORE - Stryker data plan for modem (Verizon) | 1 | \$1,495.00 | \$1,495.00 |
| ProCare Total: | | | | | \$1,495.00 |

Price Totals:

Grand Total: \$1,495.00

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



Quick Quote 8/17/2020 8:00 AM

Quote Number: 10238191

Version: 1

Prepared For: CITY OF GLEN COVE VOLNTR EMS

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Ryan Pinnix

Email:

ryan.pinnix@stryker.com

Phone Number:

Quote Date: 08/17/2020

Expiration Date: 11/15/2020

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Resolution 6-E



ARTICLE III: MEMBERSHIP

SECTION 1. APPLICATION AND ELECTION

- A. APPLICATION: All applications for membership shall be submitted to the Membership Committee, which shall investigate and interview each applicant. The Committee shall notify the Corps at the next regular meeting and report their findings on the proposed applicant.
- B. ELECTION: At the meeting following notification by the Membership Committee of the proposed applicant, the Membership Committee shall make a recommendation to accept or reject said proposed applicant. The Corps shall then vote to accept or reject the proposed applicant by a simple majority vote.

SECTION 2. MEMBERSHIP STATUS

- A. PROBATIONARY: every new Corps member shall require a probationary period of six cumulative active duty months. Said member will be responsible for fulfilling all duty requirements and attending meetings, details, and training sessions. Probationary members may not vote for the election or removal of Officers of the Corps or for By-Law changes.

At any time during the probationary period, the Officers of the Corps, in consultation with the Membership Committee, shall review the Probationary member's record and shall then, by a majority vote of the Officers, take one of the following actions:

- 1) Terminate the probationary period and change the Probationary member's status to that of a Permanent member.
- 2) Extend the period of probation up to a maximum of six additional months.
- 3) Expel the Probationary member from the Corps.

In the event that the Probationary member is either expelled from the Corps or the period of probation is extended, the Chief of the Corps shall set forth the reasons therefore in writing. Said Probationary member may appeal in writing to the Board of Trustees, which shall render a final decision within 30 days of receiving such appeal. The member in question shall be notified by the Board of Trustees by certified mail, return receipt requested, within 72 hours of the decision.

Any member who resigns or is asked to leave during their probationary period shall be prohibited from reapplying to the Corps for a period of one year from the date of resignation or expulsion.

- B. FULL-TIME MEMBER: A Full-Time member shall be required to fulfill duty requirements as outlined in the Policies and Procedures of Glen Cove EMS. Said member shall also be responsible for attending 50% of scheduled meetings and drills annually unless excused by the Chief upon submission of a written request either prior to or within 72 hours following the missed meeting or drill. A Full-Time member shall have full voting privileges and is entitled to all benefits of the Corps. The status of a Full-Time member can only be changed for just cause by order of the Chief, following consultation with the other Officers.

- C. PART-TIME MEMBER: A Part-Time member shall be required to meet the following in order to apply for Part-Time membership or be afforded Part-Time membership if currently a Permanent member.
- a. A Part-Time member must commit to 50% of the monthly requirement currently in effect for a Full-Time member.
 - b. A Part-Time member must maintain a current valid NYS driver's license.
 - c. Once accepted by the corps, an applying Part-Time member must obtain a physical in accordance with the current corps physical policy.
 - d. An applying Part-Time member must become a Driver within their six month probationary period.
 - e. Part-Time members are urged to attend meetings, drills, and other Corps functions whenever possible; A Part-Time member shall have voting privileges.
 - f. A Part-Time member shall only be eligible for the annual service award program if they meet the current requirements in effect for a Full-Time member.
 - g. A Part-Time member is required to obtain and maintain CPR Certification and is encouraged to obtain First Aid Certification which shall be funded by Glen Cove EMS Corp.
 - h. Unless otherwise provisioned in this section, a Part-Time member will follow the same Bylaws, Policies & Procedures, and other Rules & Regulations set forth by the Glen Cove Volunteer Emergency Medical Services Corps.
 - i. The maximum number of Part-Time members shall be no more than ~~twenty-five percent (25%)~~ forty percent (40%) of the number of active members of the Corp, including members on any leave.

- D. PERSONAL LEAVE OF ABSENCE: Requests for a personal leave of absence must be made in writing to the Chief of the Corps who, in conference with the other Officers, shall accept or reject the request. Leaves will be granted for no longer than three months at a time.

Members on a personal leave of absence are excused from, and may not participate in, any Corps duties or activities while on leave, and are inactive for the duration of the leave.

If a leave of absence needs to be extended, another request must be submitted in writing to the Chief, before the end of the previously granted leave.

Should a member be in need of a leave of absence, which would extend beyond 12 months, the member must resign from the Corps and reapply at a later time. In such cases, the probationary period may be waived, at the discretion of the Chief, upon reapplication.

- E. MEDICAL LEAVE OF ABSENCE: Request for a medical leave of absence must be submitted in writing to the Chief of the Corps who, in conference with the other Officers, shall accept or reject the request. Requests for a medical leave of absence must be accompanied with a letter from a physician stating the approximate time frame of the leave. A maximum time of three months shall be granted at the time of each request. This may be extended a maximum of three times for a total of 12 months. A separate note must be submitted from the member's physician for each additional three months of leave. At the discretion of the Chief of the Corps, the Medical Leave may be extended beyond 12 months.

Members on medical leave of absence are excused from, and may not participate in, any Corps duties while on leave, and are inactive for the duration of their leave. A member on medical leave as a result of a Line-of-Duty injury shall be continued on the rolls as a permanent member as long as necessary.

Any member on a medical leave who wishes to return to active duty must submit a clearance letter from their own physician to the Chief of the Corps.

Any member who finds that they cannot return to active duty after 12 months of medical leave (excluding Line-of-Duty medical leave) must either:

- a. Resign from the Corps and reapply when able to return to active duty.
- b. If eligible, petition in writing to the Chief of the Corps to become an Exempt Member.
- c. Petition in writing to the Chief of the Corps for an additional extension beyond the 12-month Medical Leave.

F. EDUCATIONAL LEAVE OF ABSENCE: The Chief of the Corps may grant an educational leave of absence to a member in good standing who meets the following requirements:

- a. Member is in good standing at the time of requesting educational leave
- b. Member is attending school greater than 50 miles away from Glen Cove
- c. Member is living at their school and not commuting from local area.

All requests for educational leave must be submitted prior to the start of their school semester. Requests for educational leaves of absence are issued on a semester by semester basis and may not be requested for more than 1 semester at a time. All requests must be submitted in writing to the Chief of the Corps with documentation proving said member is enrolled in classes at a school greater than 50 miles from Glen Cove (i.e. course schedule).

Members on an educational leave of absence are excused from, and may not participate in, any Corps duties or activities while on leave. A member on educational leave may temporarily request to be moved to active status if that member is home on a scheduled break. All requests for temporary active status must be submitted in writing to the Chief of the Corps documenting the start date for temporary active status and the end date for temporary active status. Any hours accrued during temporary active status may only count towards LOSAP and do not count towards monthly requirements or banked hours.

Probationary Members are eligible for educational leave as long as they meet the above requirements. Any probationary member on educational leave will have their probationary clock stopped and it will restart at the end of their educational leave (semester).

F.G. MILITARY LEAVE OF ABSENCE: The Chief of the Corps may grant a military leave of absence to a member entering active military service. In order to be eligible for a military leave of absence, the member must submit a copy of his/her military orders, with the request for a leave of absence to the Chief of the Corps within thirty (30) days of entering active military service. Such leave of absence shall only be for a maximum of four (4) total years of active duty. The member must receive an honorable discharge in order to return to their previous membership status with the Corps. A member will continue to accrue years of service with the Corps while they are on military leave.

A member on Military Leave who is able to complete all LOSAP requirements shall remain eligible for LOSAP participation.

G.H. **EXEMPT MEMBER:** A member may apply, in writing, for Exempt status after completion of ten (10) years of active service, excluding Personal, or Non Line of Duty Medical Leaves of Absence. No member may apply for exempt status who is not in “Good Standing” at the time of their application, as defined by the GCEMS Policies and Procedures. The application shall be reviewed by the Line Officers of the Corps and shall either be accepted or rejected with explanation.

Exempt members shall be non-voting members, eligible to serve on committees, perform administrative duties under the guidance of an officer, and attend all corps functions, but may not take part in any EMS alarms. Any Exempt member who is employed as a Full-Time or Part-Time Emergency Medical Technician (BASIC) or Emergency Medical Technician (ADVANCED) with the City of Glen Cove (excluding seasonal employees) may take part in EMS alarms only while they are employed in their respective capacity.

Members who have joined the Corps prior to the date of approval of this bylaw change (09/26/2017) shall continue to be eligible for exempt status after 5 years of service. Any current or former member who has previously been approved for Exempt status shall remain eligible for Exempt Status no matter their years of service. Any member who rejoins the Corps after the above date with less than ten (10) years of previous service is required to complete ten (10) total years of cumulative service before being eligible for Exempt status unless any of the above criteria are met.

H.I. **HONORARY MEMBER:** Honorary membership may be granted to any person not a member of the Corps, who has substantially and voluntarily aided and assisted the Corps, or rendered distinctive or valuable service to the Corps.

In order to be considered for Honorary Membership, a person must be nominated by the Chief of the Corps at a regular Monthly Meeting. The Chief of the Corps shall state the reason(s) why the person should be considered for Honorary Membership. The nomination shall be referred to a Committee of at least three (3) active members, to be appointed by the Chief of the Corps, which shall make a recommendation to the membership within two (2) months of the formation of the committee. A vote shall be taken at the meeting when the recommendation of the committee is made. A ninety (90) percent vote of the members present and voting is required to grant an honorary membership.

Honorary Members shall have all rights and privileges of active members in the use of EMS Headquarters, but may not take an active part in any EMS alarms. Honorary members shall have no voice or vote at any meeting(s) they attend. Honorary Members may participate in Parades & Social Events at the discretion of the Chief of the Corps.

H.J. **LIFE MEMBER:** Any member may apply for Life Membership status who has been an active member (Full or Part-Time, or any combination of the two) for at least twenty (20) years, excluding all leaves of absence except Medical Leave due to Line of Duty Injury/Illness or the first three (3) years of Military Leave. Life members retain all rights and privileges of a permanent member as stated in Article III, Section 2B.

SECTION 3. RESPONSIBILITY OF MEMBERS

All members shall be responsible for conducting themselves in accordance with the Constitution, By-Laws, and Operating Procedures of the Corps. Said members shall obey all lawful orders of the Officers of the Corps and shall be responsible for fulfilling all duty requirements and attending meetings and training sessions. All members shall be responsible for performing to their level of training in accordance with the New York State Emergency Medical Protocols. All members are required to be familiar with all equipment pertinent to their level of training. All members shall conduct themselves in a professional manner while representing the Corps and shall not offer any opinion on behalf of the membership of the Corps unless directed by the Chief of the Corps.

SECTION 4. CONFLICT OF INTEREST

Any member who becomes aware that he/she or a member of his/her family holds a position of financial interest in any outside concern which sells goods or services to the Glen Cove Volunteer EMS Corps shall declare such conflict of interest in writing to the Chief of the Corps. Said declaration shall be made known to the members of the Corps at the next meeting of the Corps.

Resolution 6-F





330 Crossways Park Drive, Woodbury, New York 11797
516-364-9890 • 718-460-3634 • Fax: 516-364-9045 • www.db-eng.com

Board of Directors

Steven A. Fangmann, P.E., BCEE
President & Chairman

Robert L. Raab, P.E., BCEE, CCM
Senior Vice President

William D. Merklin, P.E.
Senior Vice President

August 27, 2020

Louis Saulino, P.E., Director
Department of Public Works
City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

Re: Proposal for Engineering Services
Test Wells at Coles School and High School Sites
(Revision 02)

Dear Mr. Saulino:

In accordance with our on-call contract, D&B Engineers and Architects, P.C. (D&B) is pleased to submit this revised proposal for engineering services for the preparation of contract documents for the installation of a test well at the City's Coles School and High School sites. D&B will review the water quality results from the test wells and utilize the hydraulic model of the distribution system to evaluate the feasibility and cost of a new well at each site.

This proposal does not include underground utility markout or the preparation of a topographic survey of either site. It is assumed that the City will provide site plans with suitable as-built information for the preparation of the contract documents. If this information is not available, the construction contracts will be prepared to include utility mark outs prior to commencing with the drilling of the wells.

The construction of a public water supply well is subject to approval by the New York Department of Environmental Conservation (NYSDEC) and the Nassau County Department of Health (NCDH). The permitting process requires the simultaneous submittal of a well design report to NYSDEC and NCDH. Once the report is approved by both agencies, detailed plans and specifications for construction of the permanent well must be submitted to NCDH for approval prior to beginning construction. However, a test well can be constructed, developed and tested without any regulatory approval. The scope of this project therefore does not include any of the work required for regulatory approval of a permanent well. Accordingly, the test well will either be left in place for future removal prior to installing a permanent well or it will be removed and abandoned in accordance with NYSDEC requirements.

If a new well is to be constructed, it may be necessary to construct improvements to the distribution system to support the operation. D&B will utilize the existing hydraulic model to determine if distribution system improvements will be required.

Louis Saulino, P.E., Director
Department of Public Works
City of Glen Cove
August 27, 2020

A letter report will be prepared identifying the required treatment and distribution improvements as well as estimating the associated costs for each feasible project site.

SCOPE OF WORK:

D&B will provide the following services:

Test Well Design

- Meet with the City to obtain available data and drawings with respect to the sites.
- Prepare draft contract documents for the construction, development and testing of the test wells.
- Meet with the City to review comments on the draft contract documents.
- Finalize the contract documents addressing the City's comments

Bidding and Construction Management Services

- Submit the Advertisement document for publication.
- Assist the City in answering questions during the bid period.
- Attend the bid opening.
- Review bids for irregularities and unbalanced bids. Prepare bid tabulation sheets with unit costs and total costs for all bidders.
- Evaluate and make recommendations as to the lowest responsive and responsible bidder.
- Prepare conformed contract documents as required.
- Conduct preconstruction meeting with the City and the Contractor.
- Review shop drawings including the proposed well design details
- Review contractor's invoices and make recommendations for payment.

Construction Inspection Services

- Provide inspection services during well construction, development and testing. A total of 80 hours of inspection time is included.

Hydraulic Modeling and Letter Report

- Utilize existing model to identify required improvements to the distribution system to support the proposed wells.
- Prepare a draft report summarizing the analyses and conclusions.
- Estimate cost of recommended improvements.
- Meet with the City to review the draft report.
- Finalize the report addressing the City's comments.

D&B ENGINEERS AND ARCHITECTS, P.C.

Louis Saulino, P.E., Director
Department of Public Works
City of Glen Cove
August 27, 2020

FEES:

The not-to-exceed fee for the above scope of work will be as follows:

| Description | Not-to-Exceed Fee |
|--|--------------------------|
| Design (Preparation of Contract Documents) | \$10,106.44 |
| Bidding and Construction Services | \$16,433.34 |
| Construction Inspection Services | \$6,148.72 |
| Hydraulic Modeling and Letter Report | \$5,108.12 |
| Total | \$37,796.62 |

All work will be invoiced in accordance with our on-call contract. The costs for expenses (mileage, postage, reproduction, etc.) are included in the above fees. A summary of estimated hours and costs for the proposed staff is attached.

If you require further information or have any questions, please feel free to call to me.

Very truly yours,



William D. Merklin, P.E.
Senior Vice President

WDMt/kb
Enclosure
♦0283\WDM\WDM102219LS-Ltr

D&B ENGINEERS AND ARCHITECTS, P.C. - COST PROPOSAL
Coles School and High School Test Wells
MANHOURL AND FEE SUMMARY

ON-CALL CONTRACT ALLOWABLE RATES

| | | | | |
|------------------------|---------------------|------------------|--------------------|------------------------|
| Max Allowable Rate = | \$ | 195.00 | \$ | 160.00 |
| Allowable Multiplier = | | 3.0 | | 2.3 |
| | | | | |
| Initials | Name | Base Rate | Design Rate | Inspection Rate |
| WDM | Merklin, William D. | 120.19 | 195.00 | 160.00 |
| JV | Van Horn, Jim | 63.25 | 189.75 | 145.48 |
| FM | Merklin, Francis | 32.33 | 96.99 | 74.36 |
| KA | Alesius, Keith | 41.43 | 124.29 | 95.29 |
| JL | Lackner, Joe | 28.70 | 86.10 | 66.01 |
| SL | Laun, Stephen | 46.69 | 140.07 | 107.39 |

Summary of Fees (Design, Bidding and Construction Services Only)

| Task Description | STAFF NAME | | | | | | NOT-TO-EXCEED FEES | | |
|----------------------------|---------------------|---------------|------------------|----------------|--------------|---------------|---------------------|--------------------|---------------------|
| | Merklin, William D. | Van Horn, Jim | Merklin, Francis | Alesius, Keith | Lackner, Joe | Laun, Stephen | Labor Cost | Expenses | Total Fee |
| 1 Design | 1.5 | 34 | 24 | 2 | 1 | 0 | \$ 9,406.44 | \$ 700.00 | \$ 10,106.44 |
| 2 Bidding and Construction | 3 | 59 | 46.5 | 0 | 0.5 | 0 | \$ 16,333.34 | \$ 100.00 | \$ 16,433.34 |
| 3 Modeling and Report | 2 | 12 | 0 | 0 | 0 | 16 | \$ 4,908.12 | \$ 200.00 | \$ 5,108.12 |
| TOTALS | 6.5 | 105 | 70.5 | 2 | 1.5 | 16 | \$ 30,647.90 | \$ 1,000.00 | \$ 31,647.90 |
| Billing Rate | \$ 195.00 | \$ 189.75 | \$ 96.99 | \$ 124.29 | \$ 86.10 | \$ 140.07 | | | |
| Subtotals | \$ 1,267.50 | \$ 19,923.75 | \$ 6,837.80 | \$ 248.58 | \$ 129.15 | \$ 2,241.12 | | | |

Summary of Fees (Inspection Services Only)

| Task Description | STAFF NAME | | | | | | NOT-TO-EXCEED FEES | | |
|------------------------------------|---------------------|---------------|------------------|----------------|--------------|---------------|--------------------|------------------|--------------------|
| | Merklin, William D. | Van Horn, Jim | Merklin, Francis | Alesius, Keith | Lackner, Joe | Laun, Stephen | Labor Cost | Expenses | Total Fee |
| 1 Construction Inspection Services | 0 | 0 | 80 | 0 | 0 | 0 | \$ 5,948.72 | \$ 200.00 | \$ 6,148.72 |
| TOTALS | 0 | 0 | 80 | 0 | 0 | 0 | \$ 5,948.72 | \$ 200.00 | \$ 6,148.72 |
| Billing Rate | \$ 160.00 | \$ 145.48 | \$ 74.36 | \$ 95.29 | \$ 66.01 | \$ 107.39 | | | |
| Subtotals | - | - | \$ 5,948.72 | - | - | - | | | |

Total Fees \$ 37,796.62

Resolution 6-G





AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and the City of Glen Cove, New York ("Client").

WHEREAS, Tyler and the Client are parties to an Application Service Provider Agreement dated October 13, 2006, as amended (collectively, the "Agreement");

WHEREAS, the parties previously agreed to auto-renewal language in an amendment dated August 18, 2015 in which the term of the Agreement would renew automatically for additional one (1) year terms, at Tyler's then-current SaaS Fees, commencing September 1, 2018 unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term; and

WHEREAS, the parties now desire to remove the auto-renewal language and agree to a defined term.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. SaaS Term. The term of the Agreement is for a period of three (3) years commencing September 1, 2020 and continuing through August 31, 2023 ("Term").
2. SaaS Fees. SaaS Fees are invoiced quarterly in advance beginning on the Term commencement date. Subsequent annual SaaS Fees are invoiced every three (3) months in advance, beginning on the anniversary of the initial invoice date. Your annual SaaS Fees for the Term shall be at Tyler's then-current rates; provided that Tyler shall not increase the annual SaaS Fees by more than three percent (3%) per year, year over year, for the Term of the Agreement.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures Set Forth on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Glen Cove, New York

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Resolution 6-H





ENROLLMENT FORM FOR LAW ENFORCEMENT - GLEN COVE, NY

Official Agency Name (must provide FULL name) ("Agency"): NALSAU COP

Agency ORI Number: _____

Name of Chief of Police or Sheriff: _____ Number of Sworn Officers: _____

Address: _____ City: _____

County: _____ State: _____ Zip: _____

Estimated number of motor vehicle accident reports per year: _____

Enrollment in the CARFAX For Police Program allows Agency to subscribe, in exchange for motor vehicle accident reports data created or collected by Agency, to the CARFAX investigative tools ("Investigative Tools"), the CARFAX E-Commerce Service, and such other tools and services that CARFAX may offer participants of the CARFAX For Police Program.

Agency wishes to subscribe to:

Investigative Tools Yes No

CARFAX E-Commerce Service Yes No (If Yes, please provide the additional information requested below)

Additional information required for the CARFAX E-Commerce Service:

Does applicable state or local law or regulation require that motor vehicle accident reports can only be provided to specific interested parties (as defined by such law or regulation)? Yes No

Amount to be reimbursed to Agency for each accident report sold through the CARFAX E-Commerce Service:
\$ _____

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions:

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Send completed form to: Christopher Peach | EMAIL: christopherpeach@carfax.com



CARFAX® For Police Program Terms and Conditions

These CARFAX® For Police Program Terms and Conditions ("Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by the law enforcement agency ("Agency"), and any exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX, Inc. ("CARFAX") and Agency and govern Agency's participation in the CARFAX® for Police Program ("Program"). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter, and will continue in full force and effect so long as Agency participates in the Program.

1. **Provision of Data.** Agency agrees to provide, or authorizes its third party service provider to provide, to CARFAX all motor vehicle accident reports (or any data contained therein, as mutually agreed by the parties) that are created or collected by Agency and that Agency is permitted to provide to CARFAX ("Accident Data"). Agency understands that CARFAX relies on its sources for the accuracy and reliability of their information, and therefore Agency will notify CARFAX of erroneous information in any Accident Data provided to CARFAX. Agency authorizes CARFAX to include any and all non-personal information from the Accident Data in the CARFAX Vehicle History Service database ("VHDB"), and to use such information in connection with any data, products and services provided by CARFAX. Agency authorizes CARFAX to include any and all information from the Accident Data provided by Agency (including, without limitation, any personal information) in CARFAX's crash report center database (the "Crash Report Center Database" and collectively with the VHDB, the "CARFAX Databases") for use in connection with the CARFAX services that Agency subscribes to through the Program, including the CARFAX E-Commerce Service (as defined below), the Investigative Tools (as defined below), and/or such other services as may be offered by CARFAX from time to time (each, a "Service" and collectively, the "Services"). Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Accident Data as soon as reasonably possible after such request. Agency understands that, in the event of any termination of Agency's participation in any Service or the Program, CARFAX may continue to use the Accident Data already acquired by CARFAX.

2. **Term and Termination.** Agency agrees that its participation in the Program will be effective from the date on which Agency first provides Accident Data to CARFAX in the form and format that allows CARFAX to upload such Accident Data in the CARFAX Databases (the "Effective Date") and will continue in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods until either party provides the other party ninety (90) days written notice prior to any renewal date (the "Term"). If, during the Term, Agency elects to withdraw from its participation in the CARFAX E-Commerce Service and/or the use of the Investigative Tools, Agency must provide written notice to CARFAX of such election and CARFAX shall reasonably accommodate such request within thirty (30) days of receipt of such request. Termination of Agency's subscription to any Service pursuant to the Program does not terminate any other Services to which Agency may have subscribed. CARFAX may terminate this Agreement immediately upon written notice if Agency breaches any provision of this Agreement. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including without limitation this last sentence of Section 2, the last sentence of Section 3, and Sections 5, 7(c), 9, 10, 11, 13 and 14.

3. **License; Ownership.** Subject to the terms and conditions of this Agreement, CARFAX hereby grants to Agency a limited, revocable, nontransferable and nonexclusive license to use the CARFAX Databases in accordance with the terms of this Agreement. The license to use the CARFAX Databases is limited to the extent required for criminal investigative purposes ("Permitted Use"). Agency acknowledges that the CARFAX Databases, the Investigative Tools and all data contained therein and all intellectual property relating thereto are and will remain the property of CARFAX.

4. **Agency Account.** Promptly following the Effective Date, CARFAX will establish an Agency Account and will provide Agency with username(s) and password(s) to access the CARFAX Databases to use the Investigative Tools. Agency will ensure that only authorized employees of Agency are given access to the Agency Account. Agency will ensure that a separate username and password is issued for each authorized employee of Agency, and Agency will be responsible for the administration of such username(s) and password(s) (including, without limitation, in connection with change in authorized personnel). Agency understands that it is liable for the security of the username(s) and password(s) issued by CARFAX and all charges or fees arising out of the unauthorized or improper use of such username(s) and password(s), including access by non-authorized individuals or use for commercial purposes. Agency will not share the username(s) and/or password(s) issued by CARFAX with any third party (other than with CARFAX-approved third party vendors to facilitate the Permitted Use).

5. **Security.** Agency acknowledges that the Crash Report Center Database contains accident reports that may include personally identifiable information (collectively, "PII"). Agency will keep all such PII confidential and secure, including without limitation by (a) restricting access to the Agency Account and/or such accident reports to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such accident reports are accessed for a Permitted Use only, and information from such accident reports is not shared with any third party except as permitted by law and pursuant to this Agreement; (c) maintaining and complying with any applicable data retention policy governing the security and retention of accident reports; and (d) maintaining an information security program that is designed to meet applicable state and federal law requirements for safeguarding PII, including, at a minimum, to (i) ensure the security and confidentiality of such accident reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on such accident reports; and (iii) protect against unauthorized access to or use of the data contained in such accident reports. In the event of any actual or reasonably suspected breach of accident reports data caused by Agency's access to or use of the accident reports contained in the Crash Report Center Database ("Agency Breach"), Agency will promptly notify CARFAX of such actual or suspected Agency Breach and will fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or attempted possession, use or knowledge of the data. Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such Agency Breach and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and will reimburse CARFAX for any expenses incurred by CARFAX in connection with such Agency Breach, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense,

notify the individuals whose information is the subject of such Agency Breach or potential Agency Breach, and shall also notify any other parties (including without limitation regulatory entities and credit reporting agencies) as may be required by law. Agency agrees that such notification shall not reference CARFAX or the Crash Report Center Database, nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX's express written consent. Agency shall remain solely liable for claims that may arise from such Agency Breach, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with such Agency Breach. Agency shall provide samples of all proposed materials to notify consumers and any third parties, including regulatory entities, to CARFAX for review and approval prior to distribution.

6. CARFAX Services Integrity. Agency will not upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the CARFAX Databases, the Investigative Tools, or any CARFAX website and/or mobile device application or otherwise interferes with the CARFAX Databases, the Investigative Tools, or any CARFAX website and/or mobile device application functioning as intended by CARFAX.

7. Investigative Tools. In consideration of Agency's provision of Accident Data to CARFAX and authorization for CARFAX to use such Accident Data in accordance with Section 1, CARFAX shall provide Agency access to the services described in Sections 7(a) and 7(b) (collectively, the "Investigative Tools"), subject to the restrictions set forth in Section 7(c):

(a) Subscription to the VHDB. CARFAX will provide to Agency a subscription to the VHDB to access CARFAX Vehicle History Reports, QuickVIN[®], VINAlert[®], Partial License Plate Search and such other investigative tools that CARFAX may offer from time to time.

(b) Subscription to the Crash Report Center Database. CARFAX will provide Agency with a subscription to the Crash Report Center Database to obtain, as necessary, copies of motor vehicle accident reports that were provided to CARFAX by other law enforcement agencies and any information contained in the foregoing for the Permitted Use only. To the extent "personal information" (as such term is defined under the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws (collectively, the "DPPA")) is contained in motor vehicle accident reports obtained by Agency from the Crash Report Center Database and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each authorized employee that it shall use such personal information only (i) to carry out its functions; (ii) in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls or advisories, or performance monitoring of motor vehicles; (iii) in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State or local court; (iv) to provide notice to the owners of towed or impounded vehicles; or (v) for any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

(c) Restrictions on Access and Use of the Investigative Tools. Agency shall not: (i) provide, offer, distribute, sell, resell or otherwise disclose any of the Investigative Tools or any information derived from the Investigative Tools to any third party (except to the extent such Investigative Tool becomes part of Agency's criminal investigation record, subject to the state's open records laws); (ii) permit the use of the CARFAX Databases or any information contained therein by any third parties; (iii) search the CARFAX Databases or any information contained therein on behalf of any third party; (iv) use or permit the use of the CARFAX Databases or any information contained therein for purposes other than the Permitted Use; (v) use or permit the use of the CARFAX Databases or Investigative Tools in the operation of a service bureau; or (vi) use or permit the use of the CARFAX Databases or the Investigative Tools for personal or unlawful purposes. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools, including, but not limited to, the use of "bots" or "spiders," is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tool to another party, Agency shall not: (A) provide such Investigative Tool or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the CARFAX Databases, the Investigative Tools, or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers).

8. CARFAX E-Commerce Service. Agency understands that in order to subscribe to the CARFAX E-Commerce Service, the Accident Data provided to CARFAX by Agency must include substantially all data elements contained on the motor vehicle accident reports (to the extent permitted by applicable law). If Agency elects to subscribe to the CARFAX E-Commerce Service, Agency authorizes CARFAX to offer to sell and sell accident reports online (the "CARFAX E-Commerce Service") to the extent permitted by applicable law. Agency agrees to: (i) include on its website(s) and social media site(s) one or more hyperlinks to the CARFAX E-Commerce Service website unless Agency notifies CARFAX in writing that it wants to opt out of this requirement, (ii) direct entities that want to purchase its motor vehicle accident reports to the CARFAX E-Commerce Service website, (iii) direct all calls that Agency receives relating to CARFAX or the CARFAX E-Commerce Service to 1-800-990-2452 or such other phone number designated by CARFAX, and (iv) authorize CARFAX to issue press releases and public statements relating to Agency's subscription to the CARFAX E-Commerce Service, unless Agency notifies CARFAX in writing that it wants to opt out of this requirement. CARFAX will pay Agency the amount to be reimbursed to Agency for each accident report sold through the CARFAX E-Commerce Service (as provided by Agency on the Enrollment Form) ("Reimbursed Fee") for each accident report sold to the CARFAX E-Commerce Service corporate subscribers and/or referrals directed to the CARFAX E-Commerce Service website by Agency. Agency will notify CARFAX in writing of any change to the then-current Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice. Notwithstanding any other provision of this Agreement, in no event will Agency require a higher Reimbursed Fee when accident reports are sold through CARFAX than a citizen would be required to pay when an accident report is purchased directly from Agency's website. Within thirty (30) days after the end of each calendar month, CARFAX will provide Agency a payment equal to the number of accident reports purchased by the CARFAX E-Commerce Service corporate subscribers and/or referrals directed to the CARFAX E-Commerce Service website by Agency in the prior calendar month multiplied by the applicable Reimbursed Fee. Agency understands that, in the event of any termination of Agency's subscription to the CARFAX E-commerce Service or this Agreement, CARFAX may continue to sell or offer to sell, in accordance with

this Agreement, the vehicle accident reports already acquired by CARFAX prior to such termination.

9. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, rules and regulations with respect to its performance under this Agreement.

10. Disclaimers; Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in the CARFAX Databases and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the CARFAX Databases, the Investigative Tools or any information contained therein, and CARFAX will not be liable for any loss or injury caused, in whole or part, either by its negligence or circumstances beyond its control in procuring, compiling, collecting, interpreting or making available the CARFAX Databases or the Investigative Tools. Agency understands that not all information is available for all states and that CARFAX does not have access to some information that may be available to other parties. Agency also understands there may be a period of time between receipt of certain information by CARFAX and its inclusion of such information into the CARFAX Databases or the Investigative Tools. Agency acknowledges that neither the CARFAX Databases nor the Investigative Tools provide any conclusions regarding the condition of any vehicle, and Agency assumes full responsibility with respect to its decisions and transactions using the CARFAX Databases, the Investigative Tools or any information contained therein. THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, AND/OR THE CARFAX E-COMMERCE SERVICE AND ALL INFORMATION CONTAINED IN THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES AND AGENCY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARFAX DOES NOT GUARANTEE THAT THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS AND/OR THE CARFAX E-COMMERCE SERVICE WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, AND/OR THE CARFAX E-COMMERCE SERVICE MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. CARFAX, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY USE OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS AND/OR THE CARFAX E-COMMERCE SERVICE OR ANY INFORMATION CONTAINED THEREIN.

11. Limitation of Liability; Indemnification. Agency agrees that CARFAX's liability hereunder for damages, regardless of the form of action, shall not exceed the amount paid by Agency for the Investigative Tool and/or the CARFAX E-Commerce Tool in question, as applicable. This shall be Agency's exclusive remedy. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except to the extent prohibited by applicable law, Agency will indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits, investigations, damages (either direct or indirect), costs, expenses and losses of any and every kind (including but not limited to reasonable attorney's fees and costs) arising out of Agency's breach of Section 9 or Agency's use of the CARFAX Databases, any Investigative Tools or any information contained therein for any purpose other than the Permitted Use or in a manner prohibited by this Agreement or applicable law.

12. Marks. CARFAX grants to Agency a limited, revocable, nonexclusive and nontransferable license to use CARFAX trademarks and logos provided by CARFAX to Agency ("CARFAX Marks") solely as approved by CARFAX. Agency acknowledges that Agency's use of the CARFAX Marks shall inure to CARFAX's benefit.

13. Governing Law. This Agreement, and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

14. Miscellaneous. In the event of a direct conflict between the terms and conditions contained in an Enrollment Form and those set forth in these Terms and Conditions, the terms of the Enrollment Form shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services provided by CARFAX hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement. Agency's continued use of the Services, as applicable, will be deemed acceptance thereof. CARFAX's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by Agency, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by CARFAX will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX.



ENROLLMENT FORM FOR LAW ENFORCEMENT

Official Agency Name (must provide FULL name) ("Agency"): GLEN COVE COP

Agency ORI Number: _____

Name of Chief of Police or Sheriff: _____ Number of Sworn Officers: _____

Address: _____ City: _____

County: _____ State: _____ Zip: _____

Total Number of Motor Vehicle Accident Reports written last year: _____

Enrollment in the CARFAX For Police Program allows Agency to subscribe, in exchange for motor vehicle accident reports data created or collected by Agency, to the CARFAX Investigative tools ("Investigative Tools"), the CARFAX Crash Report Distribution Platform, the CARFAX eCrash Platform, and such other tools and services that CARFAX may offer subscribers to the CARFAX For Police Program.

Agency wishes to subscribe to:

Investigative Tools Yes No

CARFAX Crash Report Distribution Platform Yes No (If Yes, please provide additional information requested below)

CARFAX eCrash Platform (only available if Agency subscribes to the CARFAX Crash Report Distribution Platform) Yes No

Additional information required for the CARFAX Crash Report Distribution Platform:

Does applicable state or local law or regulation require that motor vehicle accident reports can only be provided to specific interested parties (as defined by such law or regulation)? Yes No

Amount to be reimbursed to Agency for each accident report sold through the CARFAX Crash Report Distribution Platform: \$ _____

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions:

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Send completed form to: [Anna Ware] | EMAIL: [annaware@carfax.com] |



CARFAX[®] For Police Program Terms and Conditions

These CARFAX[®] For Police Program Terms and Conditions ("Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by the law enforcement agency ("Agency"), and any exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX, Inc. ("CARFAX") and Agency and govern Agency's subscription to the CARFAX[®] for Police Program ("Program"). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter, and will continue in full force and effect so long as Agency subscribes to the Program.

1. Provision of Data. Agency agrees to provide, or authorizes its third party service provider to provide, to CARFAX all motor vehicle accident reports (or any data contained therein, as mutually agreed by the parties) that are created or collected by Agency and that Agency is permitted to provide to CARFAX ("Accident Data"). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the information, and therefore Agency will notify CARFAX of erroneous information in any Accident Data provided to CARFAX. Agency authorizes CARFAX to include any and all non-personal information from the Accident Data in the CARFAX Vehicle History Service database ("VHDB"), and to use such information in connection with any data, products and services provided by CARFAX. Agency authorizes CARFAX to include any and all information from the Accident Data provided by Agency (including, without limitation, any personal information) in CARFAX's crash report center database (the "Crash Report Center Database" and collectively with the VHDB, the "CARFAX Databases") for use in connection with the CARFAX services that Agency subscribes to through the Program, including the CARFAX Crash Report Distribution Platform (as defined below), the Investigative Tools (as defined below), and/or such other services as may be offered by CARFAX from time to time (each, a "Service" and collectively, the "Services"). Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Accident Data as soon as reasonably possible after such request. Agency understands that, in the event of any termination of Agency's subscription to any Service or this Agreement, CARFAX may continue to use the Accident Data already acquired by CARFAX.

2. Term and Termination. Agency agrees that its subscription to the Program will be effective from the date on which Agency first provides Accident Data to CARFAX in the form and format that allows CARFAX to upload such Accident Data in the CARFAX Databases (the "Effective Date") and will continue in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods until either party provides the other party ninety (90) days written notice prior to any renewal date (the "Term"). If, during the Term, Agency elects to terminate its subscription to the CARFAX Crash Report Distribution Platform, the CARFAX eCrash Platform and/or the CARFAX Databases, Agency must provide written notice to CARFAX of such election and CARFAX shall reasonably accommodate such request within thirty (30) days of receipt of such request. Termination of Agency's subscription to any Service does not terminate any other Services to which Agency may have subscribed. CARFAX may terminate this Agreement immediately upon written notice if Agency breaches any provision of this Agreement. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including without limitation the last sentence of Section 1, this last sentence of Section 2, the last two sentences of Section 8, and Sections 3, 5, 7(c), 11, 12, 14 and 15.

3. Ownership. Agency acknowledges that the CARFAX Databases and the Investigative Tools (including all data contained therein), the CARFAX eCrash Platform, the CARFAX Crash Report Distribution Platform, and all intellectual property relating to each of the foregoing, are and will remain the property of CARFAX.

4. Agency Account. Promptly following the Effective Date, CARFAX will establish an Agency Account and will provide Agency with username(s) and password(s) to access the CARFAX Databases to use the Investigative Tools. Agency will ensure that only authorized employees of Agency are given access to the Agency Account. Agency will ensure that a separate username and password is issued for each authorized employee of Agency. Agency will be responsible for the administration of such username(s) and password(s) (including, without limitation, in connection with changes in authorized personnel and/or user job functions) and will promptly notify CARFAX of any changes to current authorized users. Agency understands that it is liable for the security of the username(s) and password(s) issued by CARFAX and all charges or fees arising out of the unauthorized or improper use of such username(s) and password(s), including access by non-authorized individuals or use for commercial purposes. Agency will not share the username(s) and/or password(s) issued by CARFAX with any third party (other than with CARFAX-approved third party vendors to facilitate the Permitted Use).

5. Security. Agency acknowledges that the Crash Report Center Database (as defined below) contains accident reports that may include personally identifiable information (collectively, "PII"). Agency will keep all such PII confidential and secure, including without limitation by (a) restricting access to the Agency Account and/or such accident reports to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such accident reports are accessed for a Permitted Use only, and information from such accident reports is not shared with any third party except as permitted by law and pursuant to this Agreement; (c) maintaining and complying with any applicable data retention policy governing the security and retention of accident reports; and (d) maintaining an information security program that is designed to meet applicable state and federal law requirements for safeguarding PII, including, at a minimum, to (i) ensure the security and confidentiality of such accident reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on such accident reports; and (iii) protect against unauthorized access to or use of the data contained in such accident reports. In the event of any actual or reasonably suspected breach of accident reports data caused by Agency's access to or use of the accident reports contained in the Crash Report Center Database ("Agency Breach"), Agency will promptly notify CARFAX of such actual or suspected Agency Breach and will fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or attempted possession, use or knowledge of the data. Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such Agency Breach and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and will reimburse CARFAX for any expenses incurred by CARFAX in connection with such Agency Breach, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of such Agency Breach or potential Agency Breach, and shall also



notify any other parties (including without limitation regulatory entities and credit reporting agencies) as may be required by law. Agency agrees that such notification shall not reference CARFAX or the CARFAX Crash Report Center Database, nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX's express written consent. Agency shall remain solely liable for claims that may arise from such Agency Breach, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with such Agency Breach.

6 CARFAX Services Integrity Agency will not upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the CARFAX Databases, the Investigative Tools, the CARFAX eCrash Platform or any CARFAX website and/or mobile device application or otherwise interferes with the CARFAX Databases, the Investigative Tools, the CARFAX eCrash Platform or any CARFAX website and/or mobile device application functioning as intended by CARFAX.

7 Investigative Tools In consideration of Agency's provision of Accident Data to CARFAX and authorization for CARFAX to use such Accident Data in accordance with Section 1, CARFAX hereby grants to Agency a limited, revocable, nontransferable, nonsub licensable and nonexclusive license to the CARFAX Databases to access and use the services described in Sections 7(a) and 7(b) (collectively, the "Investigative Tools"), subject to the terms and conditions of this Agreement. The license to the CARFAX Databases is limited to the extent required for criminal investigative purposes (which will constitute the "Permitted Use" of the Investigative Tools).

(a) Subscription to the VHDB CARFAX will provide to Agency a subscription to the VHDB to access CARFAX Vehicle History Reports, QuickVIN[®], VINAlert[®], Partial License Plate Search and such other investigative tools that CARFAX may offer from time to time.

(b) Subscription to the Crash Report Center Database CARFAX will provide Agency with a subscription to the Crash Report Center Database to obtain, as necessary, copies of motor vehicle accident reports that were provided to CARFAX by other law enforcement agencies and any information contained in the foregoing. To the extent "personal information" (as such term is defined under the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws (collectively, the "DPPA")) is contained in motor vehicle accident reports obtained by Agency from the Crash Report Center Database and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each authorized employee that it shall use such personal information only (i) to carry out its functions, (ii) in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls or advisories, or performance monitoring of motor vehicles, (iii) in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State or local court, (iv) to provide notice to the owners of towed or impounded vehicles, or (v) for any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

(c) Restrictions on Access and Use of the Investigative Tools Agency shall not (i) provide, offer, distribute, sell, resell or otherwise disclose any of the Investigative Tools or any information derived from the Investigative Tools to any third party (except to the extent such Investigative Tool becomes part of Agency's criminal investigation record, subject to the state's open records laws), (ii) permit the use of the CARFAX Databases or any information contained therein by any third party, (iii) search the CARFAX Databases or any information contained therein on behalf of any third party, (iv) use or permit the use of the CARFAX Databases or any information contained therein for purposes other than the Permitted Use, (v) use or permit the use of the CARFAX Databases or Investigative Tools in the operation of a service bureau, or (vi) use or permit the use of the CARFAX Databases or the Investigative Tools for personal or unlawful purposes. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools, including, but not limited to, the use of "bots" or "spiders," is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tool to another party, Agency shall not (A) provide such Investigative Tool or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the CARFAX Databases, the Investigative Tools, or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers).

8 CARFAX Crash Report Distribution Platform Agency understands that in order to subscribe to the CARFAX Crash Report Distribution Platform, the Accident Data provided to CARFAX by Agency must include substantially all data elements contained on the motor vehicle accident reports (to the extent permitted by applicable law). If Agency elects to subscribe to the CARFAX Crash Report Distribution Platform, Agency authorizes CARFAX to offer to sell and sell accident reports online (the "CARFAX Crash Report Distribution Platform") to the extent permitted by applicable law. Agency agrees to (i) include on its website(s) and social media site(s) one or more hyperlinks to the CARFAX Crash Report Distribution Platform unless Agency notifies CARFAX in writing that it wants to opt out of this requirement, (ii) direct entities that want to purchase its motor vehicle accident reports to the CARFAX Crash Report Distribution Platform, (iii) direct all calls that Agency receives relating to CARFAX or the CARFAX Crash Report Distribution Platform to 1-800-990-2452 or such other phone number designated by CARFAX, and (iv) authorize CARFAX to issue press releases and public statements relating to Agency's subscription to the CARFAX Crash Report Distribution Platform, unless Agency notifies CARFAX in writing that it wants to opt out of this requirement. CARFAX will pay Agency the amount to be reimbursed to Agency for each accident report sold through the CARFAX Crash Report Distribution Platform (as provided by Agency on the Enrollment Form) ("Reimbursed Fee") for each accident report sold to the CARFAX Crash Report Distribution Platform corporate subscribers and/or referrals directed to the CARFAX Crash Report Distribution Platform by Agency. Agency will notify CARFAX in writing of any change to the then-current Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice. Notwithstanding any other provision of this Agreement, in no event will Agency require a higher Reimbursed Fee when accident reports are sold through CARFAX than a citizen would be required to pay when an accident report is purchased directly from Agency's website. Within thirty (30) days after the end of each calendar month, CARFAX will provide Agency a payment equal to the number of accident reports purchased by the CARFAX Crash Report Distribution Platform corporate subscribers and/or referrals directed to the CARFAX Crash Report Distribution Platform by Agency in the prior calendar month multiplied by the applicable Reimbursed Fee. Agency understands that, in the event of any termination of Agency's



subscription to the CARFAX Crash Report Distribution Platform or this Agreement, CARFAX may continue to sell or offer to sell, in accordance with this Agreement, the vehicle accident reports already acquired by CARFAX prior to such termination.

9. CARFAX eCrash Platform. If Agency subscribes to the CARFAX Crash Report Distribution Platform, Agency may also subscribe to the application offered by CARFAX to help Agency create vehicle accident reports in electronic form (the "CARFAX eCrash Platform"). Subject to the terms and conditions set forth herein, CARFAX hereby grants to Agency a limited, revocable, nontransferable, nonsub licensable and nonexclusive license to use the CARFAX eCrash Platform in accordance with the terms of this Agreement. The license to use the CARFAX eCrash Platform is limited to the extent required to complete vehicle accident reports and for no other purpose (which will constitute the "Permitted Use" of the CARFAX eCrash Platform). Agency shall not: (i) provide, offer, distribute, sell, resell or otherwise permit unauthorized parties from accessing or using the CARFAX eCrash Platform for any purpose; or (ii) use or permit the use of the CARFAX eCrash Platform for any purpose other than a Permitted Use. Agency shall be solely responsible for (a) any and all data entered into the CARFAX eCrash Platform and (b) approval of the information to create the applicable vehicle accident report. Agency shall notify CARFAX in writing if any applicable state or local law or regulation limit the use or distribution of motor vehicle accident reports, including without limitation any requirement that motor vehicle accident reports must be reported to the state before being distributed to any interested parties and/or third parties. Unless so notified by Agency in writing, once the applicable police accident report has been approved by Agency, CARFAX may use the Accident Data created using the CARFAX eCrash Platform as permitted under Sections 1 and/or 8. If Agency terminates its subscription to the CARFAX eCrash Platform, it will no longer have access to create new vehicle accident reports or approve vehicle accident reports that are entered in the CARFAX eCrash Platform but are not approved prior to the effective date of the termination. If this Agreement is terminated, Agency will no longer have access to the vehicle accident reports created by Agency using the CARFAX eCrash Platform and Agency is responsible for retaining all such vehicle accident reports on its own systems prior to the effective date of the termination.

10. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, rules and regulations with respect to its performance under this Agreement.

11. Disclaimers; Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in the CARFAX Databases and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the CARFAX Databases, the Investigative Tools or any information contained therein, and CARFAX will not be liable for any loss or injury caused, in whole or part, either by its negligence or circumstances beyond its control in procuring, compiling, collecting, interpreting or making available the CARFAX Databases or the Investigative Tools. Agency understands that not all information is available for all states and that CARFAX does not have access to some information that may be available to other parties. Agency also understands there may be a period of time between receipt of certain information by CARFAX and its inclusion of such information into the CARFAX Databases or the Investigative Tools. Agency acknowledges that neither the CARFAX Databases nor the Investigative Tools provide any conclusions regarding the condition of any vehicle, and Agency assumes full responsibility with respect to its decisions and transactions using the CARFAX Databases, the Investigative Tools or any information contained therein. THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM AND ALL INFORMATION CONTAINED IN THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES AND AGENCY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARFAX DOES NOT GUARANTEE THAT THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. CARFAX, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY USE OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS, THE CARFAX CRASH REPORT DISTRIBUTION PLATFORM AND/OR THE CARFAX ECRASH PLATFORM OR ANY INFORMATION CONTAINED THEREIN.

12. Limitation of Liability; Indemnification. Agency agrees that CARFAX's liability hereunder for damages, regardless of the form of action, shall not exceed the amount paid by Agency for the Investigative Tool in question, the CARFAX Crash Report Distribution Platform and/or the CARFAX eCrash Platform, as applicable. This shall be Agency's exclusive remedy. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except to the extent prohibited by applicable law, Agency will indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits, investigations, damages (either direct or indirect), costs, expenses and losses of any and every kind (including but not limited to reasonable attorneys' fees and costs) arising out of Agency's breach of Section 10 or Agency's use of the CARFAX Databases, any Investigative Tools or the CARFAX eCrash Platform or any information contained therein for any purpose other than the Permitted Use or in a manner prohibited by this Agreement or applicable law.

13. Marks. CARFAX grants to Agency a limited, revocable, nonexclusive and nontransferable license to use CARFAX trademarks and logos provided by CARFAX to Agency ("CARFAX Marks") solely as approved by CARFAX. Agency acknowledges that Agency's use of the CARFAX Marks shall inure to CARFAX's benefit.

14. Governing Law. This Agreement, and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

15. Miscellaneous. In the event of a direct conflict between the terms and conditions contained in an Enrollment Form and those set



forth in these Terms and Conditions, the terms of the Enrollment Form shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services provided by CARFAX hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement. Agency's continued use of the Services, as applicable, will be deemed acceptance thereof. CARFAX's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by Agency, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by CARFAX will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX.

Resolution 6-I



Software License and Service Subscription Agreement

Glen Cove Police Department, NY

Pro Suite Contract

This Software License and Service Subscription Agreement (this “Agreement”) is made and entered into, and shall become effective as of the first day of the month in which it is signed by a duly authorized representative of the Customer first (1st) day of _____, 20__, (“Effective Date”) by and between Glen Cove Police Department (“Customer”), having its principal place of business at 1 Bridge Street, Glen Cove, NY 11542, and CentralSquare Technologies LLC (“CentralSquare”), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, Customer entered into a prior agreement for Software products with Admit Computer Services, Inc., (d/b/a “IMPACT”) (“IMPACT”), a Zuercher Technologies company; and

WHEREAS, Customer is a currently licensed end user of the IMPACT Software; and

WHEREAS, through asset purchase, CentralSquare Technologies, LLC is the owner of all Zuercher Technologies’ products, services, and contractual obligations, including those of Zuercher’s subsidiaries; and

WHEREAS, Customer desires to discontinue use of the IMPACT solution and upgrade to the CentralSquare Software identified in Exhibit B to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the IMPACT products being replaced by this Agreement and its Exhibits.

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Support Addendum

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear in *1.0, Exhibits and Order of Precedence*.

2.0 License

2.1 Grant of the License

In consideration of Customer’s payment of the Subscription Fee set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a non-transferable and non-exclusive license to use certain CentralSquare software (the “Software”) identified in *Exhibit B: Pricing Detail* only for Customer’s own business purposes in object

Pro Suite Contract

code format.

2.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

2.3 Restrictions on Usage

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party (“Action” herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer’s use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer’s use of the CentralSquare Software (calculated by multiplying the ratio of the number of months of actual use in live operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or hardware, (ii) arising out of modifications to the CentralSquare Software

Pro Suite Contract

and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Support Addendum*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Hardware to Customer

CentralSquare shall ship Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and/or after installation.

3.3 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay CentralSquare, without deduction or offset, an annual Subscription Fee of \$63,240.96. The Subscription Fee shall be due annually on the anniversary of the Effective Date of this Agreement. The annual Subscription Fee shall increase by an amount from the prior year as delineated within Exhibit C. These amounts do not include any taxes. See Agreement section [8.13 Taxes](#) for more information.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 Additional Components

Other components (hardware and/or software, collectively "Third-Party Components") may be desired

Pro Suite Contract

for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

3.7 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at

Pro Suite Contract

or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information (“Security Approved Personnel”). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff’s job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer’s site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer’s site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer’s Support Addendum.

4.4 Termination for Breach

CentralSquare may immediately terminate this Agreement, including all license rights and support granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

Pro Suite Contract

- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 Software Warranties

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the CentralSquare Software will perform in conformance with the CentralSquare Documentation and any applicable specifications set forth in *Exhibit A: Statement of Work*. CentralSquare's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of *Exhibit D: Support Addendum*. In the event CentralSquare fails to remedy material defects in the Software under this warranty, Customer's sole remedy and CentralSquare's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains an uncorrected material defect.

4.6.1.1 Wireless Service Limitations

Problems in the CentralSquare software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 Hardware and Third-Party Software Warranties

CentralSquare warrants that, at the time of delivery, the Hardware will be new and unused, and will be provided with title, free and clear of all liens and encumbrances.

CentralSquare will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

CENTRAL SQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as

Pro Suite Contract

holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- (a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- (b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.
- (c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to Customer.

5.0 Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Term and Termination

6.1 Term

The “Initial Term” of this Agreement shall commence as of the Effective Date and extend for a period of twelve (12) months thereafter. The Initial Term includes installation and related Services as set forth in the Statement of Work.

The “Term” of this Agreement shall be for five (5) one (1) year subscription periods for a total of sixty (60) months from the date of the Anniversary Date. Subscription Fees shall be payable to CentralSquare Technologies and are due annually on each respective Anniversary Date, whether Final Acceptance has been achieved or not.

Upon expiration of the Term, this Agreement will automatically renew for one (1) year terms at an annual Subscription Fee increase of five 5%.

6.2 Termination - By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day’s prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer’s failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer’s breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare’s proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

CentralSquare may exercise any rights available to it under New York State law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that CentralSquare shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

6.3 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days’ written notice specifying CentralSquare’s failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

6.4 Termination without Cause

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

6.5 Post-Termination Obligations

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the license to the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all CentralSquare Software from its computer system and at CentralSquare's direction, either return or destroy the Software and its associated Documentation.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

7.1 Risk of Loss, Title and Security Interest

Customer will maintain adequate insurance against fire, theft or other loss for the System's full insurable value. Customer will be responsible for any personal property taxes assessed on any portion of the System once delivered to Customer's premises. CentralSquare reserves and Customer grants CentralSquare a security interest in the System and Customer agrees and acknowledges a limited right of possessory interest in the System.

7.2 Delivery

Customer shall ensure that personnel are available to receive delivery of Software and Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of New York, without giving effect to the principles of conflict of law of such state or international treaties.

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of New York state, or federal courts with

Pro Suite Contract

respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

9.0 Definitions

- (a) **Anniversary Date:** means the annually reoccurring date of this Agreement's Effective Date.
- (b) **Documentation:** All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.
- (c) **Executable Object Code:** Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
- (d) **Execution of Agreement:** Date Agreement is signed by all enumerated Parties.
- (e) **Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by CentralSquare under this Agreement.
- (f) **Go Live:** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
- (g) **Software:** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
- (h) **Services:** All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.
- (i) **SSH:** Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.
- (j) **Subscription Fee:** the total subscription fee of the items as specified in Exhibit B: Pricing Detail, including, as applicable, equipment, software licenses, and services, acquired under this Agreement, and if included as a line item in Exhibit B, any applicable sales, use, value added, or other such governmental charges.
- (k) **System:** The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.
- (l) **Third-Party Software:** Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

Pro Suite Contract

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

Glen Cove Police Department

Signer's Name: _____

Signer's Title: _____

Signature

Date

CentralSquare Technologies, LLC

Signer's Name: _____

Signer's Title: _____

Signature

Date

Exhibit A: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

| | | |
|------------------------------|--|---|
| Pro Suite Base | <ul style="list-style-type: none">• Operating system software• Database software• Master name index• Master address index• Master vehicle index | <ul style="list-style-type: none">• Secure intra-Customer messaging• Configurable dashboard• Web address links• No duplicate data entry• Authentication |
| Administration (Core) | <ul style="list-style-type: none">• Equipment• Fleet Management• Inventory Management• Purchase Requisitions | <ul style="list-style-type: none">• Service Dogs• Policy Manual• Full audit trail• Custom Forms |
| CAD (Core) | <ul style="list-style-type: none">• Command-line entry• Bulletins• Configurable CAD Windows• Inactivity Alarms• Rip and Run• Full audit trail | <ul style="list-style-type: none">• Command Log• Triple I• Custom CAD Commands• Unit Alarms• ANI/ALI |
| CAD (Advanced) | <ul style="list-style-type: none">• Alarm Billing• Alarm Calls• Nurse Calls• Scheduled and Recurring Scheduled Calls• Tow Calls• Custom Forms | <ul style="list-style-type: none">• NCIC Automation• Basic Paging• Run Cards and Unit Recommendation• Unit Specialties• Web windows |

Pro Suite Contract

| | | |
|--------------------------------------|--|---|
| Mapping (Core) – Server Based | <ul style="list-style-type: none">• Command-line entry• Drag and drop commands• Visual status alerts• User-configurable map layers• GIS functions with map window closed | <ul style="list-style-type: none">• Active calls for service• Call for service click-through• Custom map markers• Address verification• Faster map functions (compared with non-server version)• Required for 15 or more AVL units |
| Mobile Core | <ul style="list-style-type: none">• Grants access to the CentralSquare Mobile application | |
| Mobile CAD | <ul style="list-style-type: none">• User-configurable layouts• Day/Night mode• Instant messaging | <ul style="list-style-type: none">• Silent dispatch• Bulletins/BOLOS• NCIC queries |
| Mobile Mapping | <ul style="list-style-type: none">• Active calls for service• Map Markers• Visual status alerts | <ul style="list-style-type: none">• User configurable map layers• Route from current location to CFS location |
| Mobile Records | <ul style="list-style-type: none">• Cases• Warrants | <ul style="list-style-type: none">• Master index access (including mug shots and alerts) |
| Personnel (Core) | <ul style="list-style-type: none">• Personnel Log | <ul style="list-style-type: none">• Full audit trail |
| Personnel (Advanced) | <ul style="list-style-type: none">• Commendations• Disciplinary Actions• Positions• Promotions | <ul style="list-style-type: none">• Service History• Training• Citizen Feedback |

Pro Suite Contract

Records (Core)

- Case Reports
- NIBRS/UCR Submission
- Master Record Notes
- Protection Orders
- Warrants
- Juvenile Referral List
- Pawn Property
- Pistol Permits
- Sex Offenders
- Full audit trail

Records (Advanced)

- Field Identifications
- Expungement
- Intelligence Cases
- Investigative Leads
- Form Requirements
- Tow Calls
- Bicycle Registrations
- Parking Tickets
- Custom Forms

Reporting (Core)

- Pre-defined reports
- Custom reports
- Ad-hoc reports
- Drag and drop report building
- Export to PDF, XLS, XML, TXT
- Custom data filters
- Statistical analysis
- Scheduled reports
- COMSTAT compatible
- Emailed reports

Community Data Platform (CDP)

- Search engine for CentralSquare Suite CAD and RMS Data
- Up to 10 concurrent users supported
- State-wide data sharing

Pro Suite Contract

1.1 Interfaces

All costs related to CentralSquare's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 CAD – Basic Paging Interface (SMTP/Email) (Export)

This is a one-way interface from CentralSquare CAD. Pages are sent via email and/or SMS from CentralSquare CAD. CentralSquare enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.2 CAD – E911 (ANI/ALI) Interface (Import)

This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

- (a) 911 service provider sets up the serial connection from the 911 controller to CentralSquare CAD.*
- (b) 911 spill data can be pushed to CentralSquare CAD at a decided upon frequency.*
- (c) ALI data meets NENA standards*

1.1.3 CAD – Rip and Run Interface (Fax/Email)

This is a one-way interface from CentralSquare CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. CentralSquare provides the connection from CentralSquare Suite to the SMTP server.

Customer will provide CentralSquare with SMTP information for setup and will manage all user configurations.

Pro Suite Contract

1.1.4 Records – NY Crime Reporting (NYSIBRS) Interface

This is a one-way interface from CentralSquare Records to New York NIBRS. Customer is able to select cases in CentralSquare Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. CentralSquare creates functionality to support the text file export from CentralSquare Records.

1.1.5 Records – NY TraCS eCitations Interface (Import)

This is a one-way interface from Affinity's TraCS eCitation system to CS Pro Records. Customer, through Affinity, will send eCitation records as XML files to an FTP location provided by Customer. Records will periodically import the files from that FTP location for review and approval by Records users, after which the eCitation records will be added to the citation log in Records. CentralSquare will provide functionality for importing the files from the FTP location and removal of those files from the FTP location once they have been approved in.

1.1.6 Records – NDEx Adapter (IA IEPD)

This is an adapter that produces XML that is conformant to the N-DEX Incident/Arrest (IA) IEPD. CS Pro Suite transmits data to the N-DEX web service via CentralSquare's existing N-DEX WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.7 Pro Suite – NYSPIN/NCIC Interface (Basic Queries)

This is a two-way interface between Pro Suite and the CentralSquare-provided NCIC server. Basic queries will be generated by Pro Suite and passed to the NCIC server. The CentralSquare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data returns will only be returned for the state in which Customer is located.

1.1.8 Pro Suite – NYSPIN/NCIC Interface (Criminal History)

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Criminal History Queries are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data returns will only be returned for the state in which Customer is located.

1.1.9 Pro Suite – Time Synchronization Interface

This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

1.2 Data Conversion

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

Pro Suite Contract

CentralSquare will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to CentralSquare software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

- (a) MS SQL .bak files with database version and credential information
- (b) MySQL .dump or .sql files with database version and credential information
- (c) PostgreSQL .sql files with database version and credential information
- (d) MS Access 2003 or newer .mdb files
- (e) CSV files with column headers and relationship mapping documentation
- (f) Oracle 10g or newer backup files

1.2.1 **IMPACT RMS**

Data will be converted into the CentralSquare Records module from the IMPACT database and data will be provided in one of the formats listed above.

1.2.2 **One-time GIS Data Set Up**

In CentralSquare's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, CentralSquare will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized CentralSquare software Go Live.

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with CentralSquare to ensure the data is built according to the desired specifications.

CentralSquare will apply one (1) GIS update per month to the Customer's map as part of this contract.

2.0 **Customer Hardware, Network and Power Requirements**

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the

Pro Suite Contract

hardware, network and power requirements for the System.

2.1 Server Hardware

1. Two (2) rack-mount servers will be provided by CentralSquare as part of this agreement.
2. They will be configured as CentralSquare Suite Servers as follows:
 - (a) One (1) Production Server with Lantronix remote access device
 - (b) One (1) Testing/Training server
3. The servers will be installed at Glen Cove Police Department.
4. In addition to the standard CentralSquare Suite operating environment, the Production Server will have the capability of running the following on a virtual machine:
 - (a) One (1) virtual NCIC server (message switch)
 - (b) One (1) virtual GIS server
5. Ten (10) inches of rack space is required at the primary server location for one (1) CentralSquare Suite Production rack-mounted server (3.5"), one (1) CentralSquare Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").

2.2 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2.3 Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) CentralSquare Suite Warm Standby rack-mounted server and one (1) Lantronix remote access device.
2. Static IP addresses that includes five (5) for the CentralSquare Suite Warm Standby rack-mounted server and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.4 Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.

Pro Suite Contract

2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Standby rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Standby rack-mounted server and one (1) Lantronix remote access device.

3.0 Services

3.1 Project Management

3.1.1 Customer Project Manager

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

Customer's Dedicated Project Manager

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:
 - (a) Module Subject Matter Experts (SMEs)
 - (b) Hardware Project Manager
 - (c) CentralSquare Build Team Members
 - (d) Data Conversion Review Team Members
 - (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the CentralSquare project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

Pro Suite Contract

3.1.2 CentralSquare Project Manager and Project Team

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

3.2.1 Kickoff Meeting

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 Business Practice Review

During this meeting, the CentralSquare project team works with Customer's build team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed, and the CentralSquare project team documents in the CMD how the software currently meets those needs or how CentralSquare plans to develop additional functionality to fulfill them.

3.2.3 CMD Approval

After the CMD is composed, the CentralSquare project team reviews it with Customer's project manager and build team to ensure that all aspects of the initial

3.2.4 Configuration, Conversion, Interfaces and Enhancements

After the CMD is approved and signed, work begins on the steps outlined in it, including the necessary configuration, data conversions, interfaces and enhancements.

3.2.4.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Consultants, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

3.2.4.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Consultant. Code tables will not be part of the converted data.

Pro Suite Contract

A major part of data conversion is review of data that has been converted to CentralSquare software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.

See *Exhibit A: Statement of Work: 1.2.2 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.4.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

CentralSquare software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

3.2.5 Final System Review

Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.6 Train-the-Trainer and/or End User Training

CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.7 Go Live

CentralSquare provides on-site and/or remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

Pro Suite Contract

3.2.8 Software Acceptance

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Support Addendum*.

3.2.9 Hardware Acceptance

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.3 Training and Go Live Support

3.3.1 Training

CentralSquare staff will provide for on-site or remote training.

The number of days specified for 'on-site' services herein may include travel days in addition to actual days on site at Customer's location(s). CentralSquare will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to most efficiently plan and schedule the delivery of on-site services.

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

Instructors will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

3.3.1.3 Refresher Training

CentralSquare will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using CentralSquare Suite.

3.3.2 Training Resources

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Instructor Resources

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested

Pro Suite Contract

4. One (1) podium or desk for Instructor

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent CentralSquare Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 Go Live Support

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be on site or remote for Go Live.

Exhibit B: Pricing Detail

WHAT SOFTWARE IS INCLUDED?

| PRODUCT NAME | QUANTITY | UNIT PRICE | TOTAL |
|---|----------|------------|----------|
| PS Pro Production Server Annual Subscription Fee | 1 | | Included |
| PS Pro Training/Testing Server Annual Subscription Fee | 1 | | Included |
| PS Pro Warm Standby Server Annual Subscription Fee | 1 | | Included |
| PS Pro Production NCIC Virtual Server Annual Subscription Fee | 1 | | Included |
| PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee | 1 | | Included |
| PS Pro Production GIS Virtual Server Annual Subscription Fee | 1 | | Included |
| PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee | 1 | | Included |
| PS Pro Esri Server License Annual Subscription Fee | 1 | | Included |
| CAD PS Pro Core Annual Subscription Fee | 1 | | Included |

Pro Suite Contract

| | | |
|---|----|----------|
| CAD PS Pro Core (Agency Site License) Annual Subscription Fee | 1 | Included |
| CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee | 1 | Included |
| CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee | 1 | Included |
| CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee | 1 | Included |
| CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee | 1 | Included |
| Mapping PS Pro Core Annual Subscription Fee | 1 | Included |
| Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee | 1 | Included |
| Mobile PS Pro Core Annual Subscription Fee | 1 | Included |
| Mobile PS Pro CAD Annual Subscription Fee | 16 | Included |
| Mobile PS Pro Mapping Annual Subscription Fee | 16 | Included |
| Mobile PS Pro NCIC Annual Subscription Fee | 16 | Included |
| Mobile PS Pro Records Annual Subscription Fee | 16 | Included |
| Personnel PS Pro Core Annual Subscription Fee | 1 | Included |
| Personnel PS Pro Core (Agency Site License) Annual Subscription Fee | 1 | Included |

Pro Suite Contract

| | | |
|---|---|----------|
| Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee | 1 | Included |
| Records PS Pro Core Annual Subscription Fee | 1 | Included |
| Records PS Pro Core (Agency Site License) Annual Subscription Fee | 1 | Included |
| Records PS Pro Advanced (Agency Site License) Annual Subscription Fee | 1 | Included |
| Records PS Pro NY Crime Reporting (NYSIBRS) Interface Annual Subscription Fee | 1 | Included |
| Records PS Pro NY TraCS Accident Reporting Interface (Import) Annual Subscription Fee | 1 | Included |
| Records PS Pro NY TraCS eCitations Interface (Import) Annual Subscription Fee | 1 | Included |
| Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee | 1 | Included |
| PS Pro Reporting Core Annual Subscription Fee | 1 | Included |
| PS Pro Reporting Universal Interface Engine Annual Subscription Fee | 1 | Included |
| Community Data Platform Subscription Annual Subscription Fee | 1 | Included |
| PS Pro NYSPIN/NCIC Interface (Basic Queries) Annual Subscription Fee | 1 | Included |
| PS Pro NYSPIN/NCIC Interface (Criminal History) Annual Subscription Fee | 1 | Included |
| PS Pro Time Synchronization Interface | 1 | Included |

Pro Suite Contract

| | | |
|--|---|----------|
| Annual Subscription Fee | | |
| Administration PS Pro Core Annual Subscription Fee | 1 | Included |
| Administration PS Pro Core (Agency Site License) Annual Subscription Fee | 1 | Included |

WHAT SERVICES ARE INCLUDED?

| DESCRIPTION | TOTAL |
|---|----------------------|
| PS Pro Project Management Subscription Services | 0.00 USD |
| PS Pro BPR & Configuration Subscription Services | 0.00 USD |
| PS Pro Training Subscription Services | 0.00 USD |
| PS Pro One-time GIS Mapping Subscription Services | 0.00 USD |
| Data Conversion - IMPACT RMS | 0.00 USD |
| Total: | 74,950.05 USD |
| Discount Total: | 11,709.09 USD |
| Quote Total: | 63,240.96 USD |

Exhibit C: Payment Schedule

The total amount of this contract is \$63,240.96.

Annual support and maintenance fees for the Agency's existing IMPACT system is included in the subscription costs of this contract. Upon contract execution, unused support and maintenance fees charged under the Agency's prior IMPACT agreement will be applied to the cost of this contract.

| | |
|--|-------------|
| On Date | \$63,240.96 |
| On the First Anniversary of the Execution of this Agreement | \$63,240.96 |
| On the Second Anniversary of the Execution of this Agreement | \$63,240.96 |
| On the Third Anniversary of the Execution of this Agreement | \$63,240.96 |
| On the Fourth Anniversary of the Execution of this Agreement | \$63,240.96 |

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of execution of this Agreement for the initial Subscription Fee for the twelve (12) month period of the Initial Term; and (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge in accordance with Section 3.5 of this Agreement. After five years, the annual subscription fee shall increase by an amount not to exceed 5% from the prior year.

The remittance address for payments only is:

CentralSquare Technologies
12709 Collection Center Drive
Chicago, IL 60693

Exhibit D: Support Addendum

1.0 Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

2.0 Software Updates

While this Agreement has not expired, CentralSquare will maintain the Software by providing software updates and enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

At a time mutually acceptable to both parties, CentralSquare will install software updates remotely.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

3.0 Support

3.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

3.2 GIS Data Maintenance

GIS data updates and maintenance are defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or layers (e.g. Emergency Service Zones) that occur after the date of the software install.

CentralSquare will provide one (1) GIS update per month as part of this contract.

3.3 Server Hardware Maintenance

CentralSquare will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

3.4 Customer Responsibilities

3.4.1 Access to Premises

Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

3.4.2 CentralSquare Server Access

Customer will ensure that all CentralSquare Suite servers are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare.

3.4.3 System Administrator

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

3.4.4 Security

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

3.4.5 System Updates

Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.

COMMUNITY DATA PLATFORM MEMBERSHIP PROGRAM

Client: Glen Cove Police Department

Membership

- A. TriTech offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.
- B. Clients who wish to qualify as a Member Agency must:
 - a. Be a CJIS compliant Law Enforcement Agency
 - b. Agree to contribute data to the Community Data Platform including:
 - i. CAD
 - ii. RMS Incidents
 - iii. RMS Arrests
 - iv. RMS Warrants
 - v. RMS Master Names
 - c. Agree to allow TriTech to share their data with other Member Agencies and third parties as provided in this Agreement
- C. The Member Agency (also referred to herein as "Client") will receive the following benefits:

| Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following: | | | |
|---|-----------------------|-------------------------------------|---------------------------------|
| | Your Contributed Data | Your State's Participating Agencies | National Participating Agencies |
| RMS Incidents | | | |
| <ul style="list-style-type: none"> • Quickview (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency) | YES | YES | |
| CAD Call for Service | | | |
| <ul style="list-style-type: none"> • QuickView | YES | | |

| |
|--|
| Free subscription to CrimeMapping.com |
| Public access to: |
| Radius searches of crime data from a specified location |
| Map-based summary of RMS Incident statistics based on crime type, description, location, agency, date |
| Register for alerts on RMS Incident activity within a certain radius of a location and/or crime type |
| Map-based citizen/public access to categorized RMS Incidents |

A free 90-day trial to the national IQ Search service which includes full detailed searches.

- D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.
- E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that TriTech will process and anonymize data from

the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.

- F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on TriTech's servers, through Client's computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

Access and Passwords

- A. Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.
- B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

Termination

- A. This Agreement may be terminated by TriTech upon thirty (30) days' written notice due to a material breach by Client.
- B. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

Client Responsibilities

- A. Client will assign a Client Administrator to manage end user access and passwords.
- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity for data contribution services as well as individual client user access.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness,

accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.

- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or Confidential Information without TriTech's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software and Services, TriTech has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- D. Each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.
- E. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Client Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that

TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. In addition, TriTech may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

Ownership and Rights

- A. TriTech owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.
- B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. TriTech shall retain all rights and ownership to the Aggregate Data.
- C. As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Software and Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.
- D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.
- E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

- F. TriTech reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

Liability

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM.

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

Notices

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

| | |
|-----------------------------|----------------------------|
| To Client: | To TriTech: |
| Glen Cove Police Department | TriTech Software Systems |
| Attn: | Attn: Contracts |
| 1 Bridge Street | 1000 Business Center Drive |
| Glen Cove, NY 11542 | Lake Mary, FL 32746 |

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other TriTech subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

GLEN COVE POLICE DEPARTMENT

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Technical Support Services:

Email Assistance. Client may contact TriTech via email for issues with IQ Search at: CH_ClientServicesTriage@tritech.com; and for CrimeMapping: omega-support@tritech.com during normal Customer Service hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;

- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Resolution 6-J





CITY OF GLEN COVE
9 Glen Street, Glen Cove, New York 11542
(516) 676-3345

EVENT PERMIT

NAME OF APPLICANT Church of St. Rocco
 ADDRESS OF APPLICANT 18 Third Street, Glen Cove
 NAME OF EVENT TO BE HELD Church Procession
 DATE(S) OF EVENT Sunday, Sept 27, 2020
 TIME(S) OF EVENT 11:00 am - 2:00 pm
 LOCATION OF EVENT 18 Third Street
 NAME & ADDRESS OF OWNER OF PREMISES Church of St Rocco, 18 Third Street, Glen Cove

EVENT SPONSER IS: For Profit _____ (\$25.00 fee) Non-Profit
 DATE: 9/11/2020 SIGNED: Angie Colangelo
 Applicant

DATE: _____ SIGNED: _____
 Owner of Property

* * * * *

PERMIT APPROVED ON: _____
 City Clerk

PERMIT NO.: _____

* * * * *

Following is a breakdown of the costs for traffic control for this event. Donations to the City of Glen Cove to cover these costs are appreciated.

_____ Traffic Patrol Officers @ _____ hours on duty x \$ _____ average salary
 Per hour =\$ _____

Resolution 6-K



Resolution 6-L





Water Beverage Service Agreement

Date: 9/14/20

Install or Delivery Date:

| | | |
|---------------------|-------------------|------|
| Account # | C2346889 | |
| Account Name | City of Glen Cove | |
| Contact Name | Yelena Quiles | |
| Phone # | (516) 767-2108 | Ext. |
| Fax # | | |
| Number of Employees | | |

| | | |
|------------------|-----------------|--------------------|
| Billing Address: | Street | 9 Glen Street |
| | City, State Zip | Glen Cove NY 11542 |

| | | |
|-------------------|------------------|--------------------|
| Shipping Address: | Street | 8 Glen Cove Avenue |
| | City, State Zip | Glen Cove NY 11542 |
| | Room # / Floor # | EMS |

WATER COOLER

| QTY | Description | Item # | Price | Monthly Rental each | Purchase each |
|-----|--|------------|---------|-------------------------------------|--------------------------|
| 2 | Oasis Atlantic Water Cooler Hot/Cold - White | TPLBPD1SHS | \$ 0.78 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | | | | Monthly Rental each | Purchase each |

WATER & ACCESSORIES

| Description | Item # | Price | / | Term |
|--|--------------|---------|---|----------------------------|
| Blizzard 5-Gallon Water Bottle | BLZ-H205G | \$ 2.35 | | Rockland County BID 18-094 |
| Cup Dispenser | SJM-C3165FBL | | | |
| Water Bottle Rack Plastic White (3 bottles -can customize) | TBB70020PK | | | |
| Water Cups - | | | | |

SET-UP / INSTALLATION

Choose Set-Up for each type of equipment

| | Will Call : rep set-up | Service set-up | Supply Deliver: rep set-up |
|---------------|--------------------------|--------------------------|----------------------------|
| Water Cooler | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cup Dispenser | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bottle Rack | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CUSTOMER AGREES TO PURCHASE ALL PRODUCTS USED IN ASSOCIATION WITH THE EQUIPMENT LISTED ABOVE FROM W.B. MASON.

- DEMO** COOLERS INSTALLED FOR DEMONSTRATION PURPOSES MAY REMAIN AT CUSTOMER'S LOCATION FOR UP TO FIVE (5) DAYS AT NO CHARGE. AFTER THAT, COOLERS WILL BE INVOICED SUBJECT TO THE TERMS OUTLINED IN THE BEVERAGE SERVICE AGREEMENT. IN THE EVENT THAT THERE ARE NO AGREED UPON TERMS, COOLERS WILL BE CHARGED AT LIST PRICE RENTAL
- RENTAL** W.B. MASON AGREES TO PROVIDE THE EQUIPMENT LISTED IN THE BEVERAGE SERVICE AGREEMENT FOR A MONTHLY RENTAL FEE AS LISTED ABOVE PLUS SALES TAX. AT END OF THE INITIAL PERIOD, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 YEAR PERIODS UNLESS WRITTEN NOTICE IS RECEIVED FROM THE CUSTOMER 30 DAYS PRIOR TO THE EXPIRATION OF THE AGREEMENT.
- SALE** W.B. MASON AGREES TO PROVIDE THE EQUIPMENT LISTED IN THE BEVERAGE SERVICE AGREEMENT, AS LISTED ABOVE, PLUS INSTALLATION AND SALES TAX. W.B. MASON WILL PROVIDE WARRANTY SERVICE FOR ALL EQUIPMENT SUBJECT TO THE TERMS OF THE SPECIFIC MANUFACTURER WARRANTY. W.B. MASON ACKNOWLEDGES NO ADDITIONAL WARRANTIES.
- REPAIR SERVICE** W.B. MASON SHALL PROVIDE REPAIR SERVICE ON ALL EQUIPMENT OWNED BY W.B. MASON AT NO CHARGE DURING NORMAL BUSINESS HOURS. THIS REPAIR SERVICE DOES NOT INCLUDE REPAIRS DUE TO ABUSE, VANDALISM, OR DAMAGE DUE TO FACTORS OUTSIDE NORMAL USE OF THE EQUIPMENT. EQUIPMENT OWNED BY THE CUSTOMER EITHER THROUGH OUTRIGHT PURCHASE OR LEASE- PURCHASED FROM W.B. MASON WILL BE REPAIRED SUBJECT TO A MINIMUM SERVICE CHARGE AND ANY ADDITIONAL PARTS AND LABOR REQUIRED.

| | |
|------------------|-----------------------------------|
| Customer | W.B. Mason Water / OCS Specialist |
| Signature / Date | Signature / Date |
| Print Name: | Print Name: |

| | |
|------------------------------|---------------------------|
| W.B. Mason Account Executive | W.B. Mason Branch Manager |
| Signature / Date | Signature / Date |
| Print Name: | Print Name: |

| | |
|------------------------------------|---|
| W.B. Mason Contact Information | NOTES: |
| Sales Rep Name & Phone: | CSR MUST be notified for automatic delivery set up |
| Customer Service Rep Name & Phone: | Separate BSA MUST be completed for EACH Delivery location (i.e. floor 1, floor 2) |
| | BSA Must be completed for Rented or Plumbed Equipment |



Water Beverage Service Agreement

Date: 9/14/20

Install or Delivery Date:

| | | |
|---------------------|-------------------|------|
| Account # | C2346889 | |
| Account Name | City Of Glen Cove | |
| Contact Name | Yelena Quiles | |
| Phone # | (516) 676-2108 | Ext. |
| Fax # | | |
| Number of Employees | | |

| | | |
|------------------|-----------------|--------------------|
| Billing Address: | Street | 9 Glen Street |
| | City, State Zip | Glen Cove NY 11542 |

| | | |
|-------------------|------------------|--------------------|
| Shipping Address: | Street | 9 Glen Street |
| | City, State Zip | Glen Cove NY 11542 |
| | Room # / Floor # | CITY HALL |

WATER COOLER

| QTY | Description | Item # | Price | Monthly Rental each | Purchase each |
|-----|--|------------|---------|-------------------------------------|--------------------------|
| 7 | Oasis™ Allantis Water Cooler, Hot/Cold, White, 38 11/16" | TPLBPO1SHS | \$ 0.78 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | | | | Monthly Rental each | Purchase each |

WATER & ACCESSORIES

| Description | Item # | Price | Term |
|--|--------------|---------|----------------------------|
| Blizzard 5-Gallon Water Bottle | BLZ-H205G | \$ 2.35 | Rockland County BID 18-094 |
| Cup Dispenser | SJM-C3165FBL | | |
| Water Bottle Rack Plastic White (3 bottles -can customize) | TBB70020PK | | |
| Water Cups | | | |

SET-UP / INSTALLATION

Choose Set-Up for each type of equipment

Will Call : rep set-up

Service set-up

Supply Deliver: rep set-up

Water Cooler
Cup Dispenser
Bottle Rack

CUSTOMER AGREES TO PURCHASE ALL PRODUCTS USED IN ASSOCIATION WITH THE EQUIPMENT LISTED ABOVE FROM W.B. MASON.

- DEMO** COOLERS INSTALLED FOR DEMONSTRATION PURPOSES MAY REMAIN AT CUSTOMER'S LOCATION FOR UP TO FIVE (5) DAYS AT NO CHARGE. AFTER THAT, COOLERS WILL BE INVOICED SUBJECT TO THE TERMS OUTLINED IN THE BEVERAGE SERVICE AGREEMENT. IN THE EVENT THAT THERE ARE NO AGREED UPON TERMS, COOLERS WILL BE CHARGED AT LIST PRICE RENTAL
- RENTAL** W.B. MASON AGREES TO PROVIDE THE EQUIPMENT LISTED IN THE BEVERAGE SERVICE AGREEMENT FOR A MONTHLY RENTAL FEE AS LISTED ABOVE PLUS SALES TAX. AT END OF THE INITIAL PERIOD, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 YEAR PERIODS UNLESS WRITTEN NOTICE IS RECEIVED FROM THE CUSTOMER 30 DAYS PRIOR TO THE EXPIRATION OF THE AGREEMENT.
- SALE** W.B. MASON AGREES TO PROVIDE THE EQUIPMENT LISTED IN THE BEVERAGE SERVICE AGREEMENT, AS LISTED ABOVE, PLUS INSTALLATION AND SALES TAX. W.B. MASON WILL PROVIDE WARRANTY SERVICE FOR ALL EQUIPMENT SUBJECT TO THE TERMS OF THE SPECIFIC MANUFACTURER WARRANTY. W.B. MASON ACKNOWLEDGES NO ADDITIONAL WARRANTIES.
- REPAIR SERVICE** W.B. MASON SHALL PROVIDE REPAIR SERVICE ON ALL EQUIPMENT OWNED BY W.B. MASON AT NO CHARGE DURING NORMAL BUSINESS HOURS. THIS REPAIR SERVICE DOES NOT INCLUDE REPAIRS DUE TO ABUSE, VANDALISM, OR DAMAGE DUE TO FACTORS OUTSIDE NORMAL USE OF THE EQUIPMENT. EQUIPMENT OWNED BY THE CUSTOMER EITHER THROUGH OUTRIGHT PURCHASE OR LEASE- PURCHASED FROM W.B. MASON WILL BE REPAIRED SUBJECT TO A MINIMUM SERVICE CHARGE AND ANY ADDITIONAL PARTS AND LABOR REQUIRED.

| | |
|------------------|-----------------------------------|
| Customer | W.B. Mason Water / OCS Specialist |
| Signature / Date | Signature / Date |
| Print Name: | Print Name: |

| | |
|------------------------------|---------------------------|
| W.B. Mason Account Executive | W.B. Mason Branch Manager |
| Signature / Date | Signature / Date |
| Print Name: | Print Name: |

| | |
|------------------------------------|--|
| W.B. Mason Contact Information | NOTES: |
| Sales Rep Name & Phone: | CSR MUST be notified for automatic delivery set up Separate BSA MUST be completed for EACH Delivery location (i.e. floor 1, floor 2) BSA Must be completed for Rented or Plumbed Equipment |
| Customer Service Rep Name & Phone: | |



Water Beverage Service Agreement

Date: 9/14/20

Install or Delivery Date:

| | | |
|---------------------|-------------------|------|
| Account # | C2346889 | |
| Account Name | City of Glen Cove | |
| Contact Name | Yelena Quiles | |
| Phone # | (516) 767-2108 | Ext. |
| Fax # | | |
| Number of Employees | | |

| | | |
|------------------|-----------------|--------------------|
| Billing Address: | Street | 9 Glen Street |
| | City, State Zip | Glen Cove NY 11542 |

| | | |
|-------------------|------------------|--------------------|
| Shipping Address: | Street | 76A Shore Road |
| | City, State Zip | Glen Cove NY 11542 |
| | Room # / Floor # | Auxiliary Police |

| WATER COOLER | | | | | |
|--------------|--|-----------|---------|---|--|
| QTY | Description | Item # | Price | | |
| 1 | Oasis Atlantic Water Cooler Hot/Cold - White | TLPBD1SHS | \$ 0.78 | Monthly Rental each <input checked="" type="checkbox"/> | Purchase each <input type="checkbox"/> |
| | | | | Monthly Rental each <input type="checkbox"/> | Purchase each <input type="checkbox"/> |

| WATER & ACCESSORIES | | | | |
|--|--------------|---------|---|----------------------------|
| Description | Item # | Price | / | Term |
| Blizzard 5-Gallon Water Bottle | BLZ-H205G | \$ 2.35 | | Rockland County BID 18-094 |
| Cup Dispenser | SJM-C3165FBL | | | |
| Water Bottle Rack Plastic White (3 bottles -can customize) | TBB70020PK | | | |
| Water Cups - | | | | |

| SET-UP / INSTALLATION | | | |
|--|--------------------------|--------------------------|----------------------------|
| Choose Set-Up for each type of equipment | Will Call : rep set-up | Service set-up | Supply Deliver: rep set-up |
| Water Cooler | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cup Dispenser | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bottle Rack | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CUSTOMER AGREES TO PURCHASE ALL PRODUCTS USED IN ASSOCIATION WITH THE EQUIPMENT LISTED ABOVE FROM W.B. MASON.

- DEMO** COOLERS INSTALLED FOR DEMONSTRATION PURPOSES MAY REMAIN AT CUSTOMER'S LOCATION FOR UP TO FIVE (5) DAYS AT NO CHARGE. AFTER THAT, COOLERS WILL BE INVOICED SUBJECT TO THE TERMS OUTLINED IN THE BEVERAGE SERVICE AGREEMENT. IN THE EVENT THAT THERE ARE NO AGREED UPON TERMS, COOLERS WILL BE CHARGED AT LIST PRICE RENTAL
- RENTAL** W.B. MASON AGREES TO PROVIDE THE EQUIPMENT LISTED IN THE BEVERAGE SERVICE AGREEMENT FOR A MONTHLY RENTAL FEE AS LISTED ABOVE PLUS SALES TAX. AT END OF THE INITIAL PERIOD, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 YEAR PERIODS UNLESS WRITTEN NOTICE IS RECEIVED FROM THE CUSTOMER 30 DAYS PRIOR TO THE EXPIRATION OF THE AGREEMENT.
- SALE** W.B. MASON AGREES TO PROVIDE THE EQUIPMENT LISTED IN THE BEVERAGE SERVICE AGREEMENT, AS LISTED ABOVE, PLUS INSTALLATION AND SALES TAX. W.B. MASON WILL PROVIDE WARRANTY SERVICE FOR ALL EQUIPMENT SUBJECT TO THE TERMS OF THE SPECIFIC MANUFACTURER WARRANTY. W.B. MASON ACKNOWLEDGES NO ADDITIONAL WARRANTIES.
- REPAIR SERVICE** W.B. MASON SHALL PROVIDE REPAIR SERVICE ON ALL EQUIPMENT OWNED BY W.B. MASON AT NO CHARGE DURING NORMAL BUSINESS HOURS. THIS REPAIR SERVICE DOES NOT INCLUDE REPAIRS DUE TO ABUSE, VANDALISM, OR DAMAGE DUE TO FACTORS OUTSIDE NORMAL USE OF THE EQUIPMENT. EQUIPMENT OWNED BY THE CUSTOMER EITHER THROUGH OUTRIGHT PURCHASE OR LEASE-PURCHASED FROM W.B. MASON WILL BE REPAIRED SUBJECT TO A MINIMUM SERVICE CHARGE AND ANY ADDITIONAL PARTS AND LABOR REQUIRED.

| | |
|------------------|-----------------------------------|
| Customer | W.B. Mason Water / OCS Specialist |
| Signature / Date | Signature / Date |
| Print Name: | Print Name: |

| | |
|------------------------------|---------------------------|
| W.B. Mason Account Executive | W.B. Mason Branch Manager |
| Signature / Date | Signature / Date |
| Print Name: | Print Name: |

| | |
|------------------------------------|---|
| W.B. Mason Contact Information | NOTES: |
| Sales Rep Name & Phone: | CSR MUST be notified for automatic delivery set up |
| Customer Service Rep Name & Phone: | Separate BSA MUST be completed for EACH Delivery location (i.e. floor 1, floor 2) |
| | BSA Must be completed for Rented or Plumbed Equipment |



Water Beverage Service Agreement

Date: 9/14/20

Install or Delivery Date:

| | | |
|---------------------|-------------------|------|
| Account # | C2346889 | |
| Account Name | City of Glen Cove | |
| Contact Name | Yelena Quiles | |
| Phone # | (516) 767-2108 | Ext. |
| Fax # | | |
| Number of Employees | | |

| | | |
|------------------|-----------------|--------------------|
| Billing Address: | Street | 9 Glen Street |
| | City, State Zip | Glen Cove NY 11542 |

| | | |
|-------------------|------------------|--------------------|
| Shipping Address: | Street | 1 Bridge Street |
| | City, State Zip | Glen Cove NY 11542 |
| | Room # / Floor # | Auxiliary Police |

| WATER COOLER | | | | | |
|--------------|---|------------|---------|---------------------|-------------------------------------|
| QTY | Description | Item # | Price | | |
| 4 | Oasis Atlantic Water Cooler Hot/Cold - White | TLPBPD1SHS | \$ 0.78 | Monthly Rental each | <input checked="" type="checkbox"/> |
| | Poland Spring Water 5-Gallon Jug / Item NESRH2O5G | | \$ 6.99 | Monthly Rental each | <input type="checkbox"/> |
| | | | | Purchase each | <input type="checkbox"/> |
| | | | | Purchase each | <input checked="" type="checkbox"/> |

| WATER & ACCESSORIES | | | | | |
|--|--------------|-------|---|------|--|
| Description | Item # | Price | / | Term | |
| Blizzard 5-Gallon Water Bottle | BLZ-H205G | | | | *Poland Spring - see above for item code |
| Cup Dispenser | SJM-C3165FBL | | | | |
| Water Bottle Rack Plastic White (3 bottles -can customize) | TBB70020PK | | | | |
| Water Cups | | | | | |

| SET-UP / INSTALLATION | | | |
|--|--------------------------|--------------------------|----------------------------|
| Choose Set-Up for each type of equipment | Will Call : rep set-up | Service set-up | Supply Deliver: rep set-up |
| Water Cooler | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cup Dispenser | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bottle Rack | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CUSTOMER AGREES TO PURCHASE ALL PRODUCTS USED IN ASSOCIATION WITH THE EQUIPMENT LISTED ABOVE FROM W.B. MASON.

- DEMO** COOLERS INSTALLED FOR DEMONSTRATION PURPOSES MAY REMAIN AT CUSTOMER'S LOCATION FOR UP TO FIVE (5) DAYS AT NO CHARGE. AFTER THAT, COOLERS WILL BE INVOICED SUBJECT TO THE TERMS OUTLINED IN THE BEVERAGE SERVICE AGREEMENT. IN THE EVENT THAT THERE ARE NO AGREED UPON TERMS, COOLERS WILL BE CHARGED AT LIST PRICE RENTAL
- RENTAL** W.B. MASON AGREES TO PROVIDE THE EQUIPMENT LISTED IN THE BEVERAGE SERVICE AGREEMENT FOR A MONTHLY RENTAL FEE AS LISTED ABOVE PLUS SALES TAX. AT END OF THE INITIAL PERIOD, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE 1 YEAR PERIODS UNLESS WRITTEN NOTICE IS RECEIVED FROM THE CUSTOMER 30 DAYS PRIOR TO THE EXPIRATION OF THE AGREEMENT.
- SALE** W.B. MASON AGREES TO PROVIDE THE EQUIPMENT LISTED IN THE BEVERAGE SERVICE AGREEMENT, AS LISTED ABOVE, PLUS INSTALLATION AND SALES TAX. W.B. MASON WILL PROVIDE WARRANTY SERVICE FOR ALL EQUIPMENT SUBJECT TO THE TERMS OF THE SPECIFIC MANUFACTURER WARRANTY. W.B. MASON ACKNOWLEDGES NO ADDITIONAL WARRANTIES.
- REPAIR SERVICE** W.B. MASON SHALL PROVIDE REPAIR SERVICE ON ALL EQUIPMENT OWNED BY W.B. MASON AT NO CHARGE DURING NORMAL BUSINESS HOURS. THIS REPAIR SERVICE DOES NOT INCLUDE REPAIRS DUE TO ABUSE, VANDALISM, OR DAMAGE DUE TO FACTORS OUTSIDE NORMAL USE OF THE EQUIPMENT. EQUIPMENT OWNED BY THE CUSTOMER EITHER THROUGH OUTRIGHT PURCHASE OR LEASE-PURCHASED FROM W.B. MASON WILL BE REPAIRED SUBJECT TO A MINIMUM SERVICE CHARGE AND ANY ADDITIONAL PARTS AND LABOR REQUIRED.

| | |
|------------------|-----------------------------------|
| Customer | W.B. Mason Water / OCS Specialist |
| Signature / Date | Signature / Date |
| Print Name: | Print Name: |

| | |
|------------------------------|---------------------------|
| W.B. Mason Account Executive | W.B. Mason Branch Manager |
| Signature / Date | Signature / Date |
| Print Name: | Print Name: |

| | |
|------------------------------------|---|
| W.B. Mason Contact Information | NOTES: |
| Sales Rep Name & Phone: | CSR MUST be notified for automatic delivery set up |
| Customer Service Rep Name & Phone: | Separate BSA MUST be completed for EACH Delivery location (i.e. floor 1, floor 2) |
| | BSA Must be completed for Rented or Plumbed Equipment |

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 Parks & Recreation

Address: 9 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516) 676-3766

Program :

2. IDENTITY OF INDEPENDENT CONTRACTOR IC"

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

Name: Christopher MacDonald

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

Address: 4 Harwood Drive West

City/State/Zip: Glen Cove, NY 11542

Telephone: 516-312-5427

Social Security or Employer Identification Number: 081-70-7916

License Number and Expiration Date, if any: N/A

3. WORK TO BE PERFORMED
 AGENCY desires that IC perform and IC agrees to perform the following work: Tennis lessons for ages 5 – 16. Lessons to be held at Stanco Park Courts for six weeks, four nights per week, beginning July 13, 202 through August 21, 2020

4. TERMS OF PAYMENT
 AGENCY shall pay IC according to the following terms and conditions: IC shall be paid \$ 150.00 per day for a maximum of 24 days.

 IC will invoice AGENCY for every two-week period of work. Invoice will be processed and paid on the next City Council warrant following the invoice date.
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
 All equipment, tools and materials to facilitate these lessons will be supplied by the IC.
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
 Because IC is engaged in IC's own independent business, IC is not eligible for and shall not participate in, any employer pension, health, or other fringe benefit plan of the AGENCY.
9. NOTICE TO IC REGARDING ITS TAX DUTIES AND LIABILITIES
 IC understands that IC is responsible to pay, according to law, IC's income taxes. If IC is not a corporation, IC further understands that IC may be liable for self-employment (social security) tax, to be paid by IC according to law.
10. AGENCY NOT RESPONSIBLE FOR WORKERS' COMPENSATION
 No workers' compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the workers' compensation law concerning IC and the employees of IC.
11. TERM OF AGREEMENT
 This agreement shall become effective on July 13, 2020
 and shall terminate on August 21, 2020.
12. TERMINATION WITHOUT CAUSE
 Without cause, either party may terminate this agreement after giving 30 days' 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. **NON-WAIVER** The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. **NO AUTHORITY TO BIND CLIENT** IC has no authority to enter into contracts or agreements on behalf of AGENCY. This agreement does not create a partnership between the parties.
16. **DECLARATION BY INDEPENDENT CONTRACTOR** IC declares that IC has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.
17. **HOW NOTICES SHALL BE GIVEN** Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
18. **ASSIGNABILITY** This agreement may not be assigned, in whole or in part, by IC without prior written approval by the City of Glen Cove's Director of Parks & Recreation, which may be withheld in the Agency's sole discretion.
19. **CHOICE OF LAW** In the event of any dispute hereunder, any action or proceeding which any party may commence shall be brought in the Supreme Court of the State of New York, County of Nassau, or the United States District Court, Eastern District of New York.
20. **ENTIRE AGREEMENT** This is the entire agreement of the parties and cannot be changed or modified orally.
21. **SEVERABILITY** If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.
22. **AMENDMENTS** This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

AGENCY:

City of Glen Cove Parks & Recreation
 Agency Name

 Signature

Director of Parks & Recreation
 Title

 Date

