



U-10-1.7

SERVICE: Youth Development

Contract Details

NIFS ID #: CQHS16000131

NIFS Entry Date: 12/07/16

Term: from 01/01/16 to 12/31/16

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution X RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No X
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No X
5) Insurance Required	Yes X	No <input type="checkbox"/>

Agency Information

Vendor	
Name: City Of Long Beach	Vendor ID# 11-6000351
Address: 1 West Chester Street Long Beach, NY 11561	Contact Person: Ms. J. Mathieson-Ellmer
	Phone: (516) 431-1000

County Department
Department Contact: M.M.Malito
Address: 60 Charles Lindbergh Blvd., Suite 220, Uniondale, NY 11553-3688
Phone: (516) 227-7115

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	12/29/16	[Signature]	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	12/29/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/26/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/26/16	[Signature]	
12/26/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/26/16	[Signature]	
2/6/17	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	2/6/17	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	3/1/17	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	3/1/17	[Signature]	2/24/17
2/13/17	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	2/13/17	[Signature]	

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE



Contract Summary

Description: Provides services to youth that support their positive growth and development

Purpose: City advocates for minority youth and provide a safe environment for young people after school.

Method of Procurement: Consistent with the Youth Board's Policy and Funding Guidelines and a NYS Office of Children and Family Services approved Three Year County Comprehensive Plan. This agency submits progress reports about program services. The agency progress reports are monitored and visits are conducted to programs sites. An assessment is conducted on an annual basis by staff and reviewed by members of the Board with regards to agency compliance to Policy and Funding guidelines.

Procurement History City of Long Beach has been a recipient of Youth Development funding for many years. Changes in New York State OCFS regulations have created the need for an individual contract with the City of Long Beach to provide services with Youth Development Funds.

Description of General Provisions:

- After school homework help and recreational activities
- Summer Recreation

Impact on Funding / Price Analysis: The program will serve 255 youth at a rate of 13.57 cost per capita

Change in Contract from Prior Procurement: No change.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	HSGR T
Control:	10 YS
Resp:	1324 X
Object:	DE511
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$3,461.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$3,461.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	HSGRT; DE511	\$3,461.00
2	YS X	\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$3,461.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Al Raman**

Date:

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name <i>Michael S. Cohen</i>	Name <i>James A. Jan</i>	Date <i>2/23/17</i>
Date <i>3/1/2017</i>	Date <i>March 1, 2017</i>	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: City of Long Beach Inc.

2. Dollar amount requiring NIFA approval: \$ 3,461.00

Amount to be encumbered: \$ 3,461.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 01/01/16-12/31/16

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Please see attached

4. Funding Source:

☐ General Fund (GEN) ☒ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal %
☐ Other State % X
County %

Is the cash available for the full amount of the contract? ☒ Yes ☐ No
If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The services to be provided by the Contractor under this Agreement ("Services") shall consist of a comprehensive program entitled Youth Employment and Development Project ("Program"), subject to the direction, approval and control of the Department. The Contractor will outreach and recruit youth who will participate in job readiness workshops, job counseling services and Job Placement services that will enhance their ability to find and obtain employment.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☒ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☒ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQHS15000192 \$3,461.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Roseanne Mella Title _____ Date 12/22/16

Print Name _____

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature _____ Title _____ Date _____

Print Name _____

NIFA

Amount being approved by NIFA: _____

Signature _____ Title _____ Date _____

Print Name _____

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE
A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF
NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY
DEPARTMENT OF HUMAN SERVICES AND THE CITY OF LONG BEACH
YOUTH BUREAU.

WHEREAS, the County has negotiated a personal services agreement with
The City of Long Beach Youth Bureau for a program entitled Youth Employment
and Development Project, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorize the County Executive to execute the said agreement with The City of
Long Beach Youth Bureau

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: City of Long Beach

CONTRACTOR ADDRESS: 1 West Chester Street, Long Beach, NY 11561

FEDERAL TAX ID #: 11-6000351

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☒ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII IX and X: All Departments must check the box for VIII. Then, check either box Section VIII or IX, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department/Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: City of Lona Beach Youth & Family Services

Address: 1 West Chester St.

City, State and Zip Code: Lona Beach, N.Y. 11561

2. Entity's Vendor Identification Number: 11-6000351

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp Municipality Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

City Manager: Jack Schnirman
& 5 City Council Members - SEE ATTACHED

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 12/2/16

Signed: Johanna Mathieson

Print Name: Johanna Mathieson

Title: Executive Director

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The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



City Council

Len Torres, President
Anthony Eramo, Vice President
Scott J. Mandel
Anissa D. Moore

CITY OF LONG BEACH

650 MAGNOLIA BLVD. LONG BEACH, NY 11561

WWW.LONGBEACHNY.ORG

Phone 516-431-3510 Fax 516-431-5577

City Manager

Jack Schnirman
Director Youth Services
Johanna Mathieson-Ellmer

February 1, 2017

To whom it may concern:

The current Long Beach City Council members are as follows:

Len Torres (*City Council President*)
Anthony Eramo (*City Council Vice-President*)
Scott J. Mandel (*City Council Member*)
Anissa D. Moore (*City Council Member*)

Jack Schnirman (*City Manager*)

Thank you.

Johanna Mathieson-Ellmer, M.S.Ed.
Executive Director of Youth and Family Services
650 Magnolia Blvd. | Long Beach, NY 11561
Tel: (516) 431-3510 | Fax: (516) 431-5577
email: jmathieson@longbeachny.gov

THIS AGREEMENT, dated as of January 1, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the "Office"), and (ii) City of Long Beach Youth Bureau, a New York State not-for-profit corporation, having its principal office at City Hall, One West Chester Street, Long Beach, New York, 11561 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to retain the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of a comprehensive program entitled Youth Employment and Development Project ("Program"), subject to the direction, approval and control of the Department. The Contractor will outreach and recruit youth who will participate in job readiness workshops, job counseling services and Job Placement services that will enhance their ability to find and obtain employment. The Program which is more fully described in Appendix A attached hereto and incorporated herein by reference shall be subject to the direction, approval and control of the Office.
3. Payment.
 - a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement (the "Maximum Amount") shall not exceed Three Thousand Four Hundred Sixty One and 00/100 dollars (\$3,461.00), payable as follows:
 - (i) one third ($\frac{1}{3}$) of the amount above shall be paid in advance upon the final execution of this Agreement; and
 - (ii) subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.
 - b. Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor shall be notified when each encumbrance is available. The Maximum Amount is to be encumbered as follows:

- i. initial encumbrance shall be Three Thousand Four Hundred Sixty One and 00/100 dollars (\$3,461.00);
 - ii. subsequent payments shall be on a reimbursement basis and solely in accordance with the budget attached hereto.
- c. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) is accompanied by specific documentation supporting the amount claimed including a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.
- d. Timing of Payment Claims. The Contractor shall submit claims, accompanied by invoices, no later than thirty (30) days from the last day of the prior month, and not more frequently than once a month.
- e. No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed, or to be performed, under other agreements between the Contractor and any funding source, including the County.
- f. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following termination of this Agreement shall not exceed payment made as consideration for services that were (i) performed prior to termination, (ii) authorized to be performed by this Agreement, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- g. Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event the County loses funding, including reimbursement, from the State government or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.
- h. Budget. The amount to be paid to the Contractor for the Services shall be in accordance with the line-item annual budgets (the "Budgets") attached to this Agreement. Notwithstanding the foregoing and in accordance with State rules and regulations, the Contractor:
 - i. may make adjustments of not more than ten percent (10%) to any line item in the Budget provided that the Maximum Amount is not increased as a result of any change or combination thereof;
 - ii. may, with prior written approval of the Department/Office Head, adjust the amount of any line item in the Budget above ten percent (10%), provided that the

Maximum Amount is not increased as a result of any change or combination thereof.

- iii. may, with prior written approval of the Department Head request additional time to perform the services described in this Agreement. At the recommendation of the Department Head, the County may, in its sole discretion, extend the term of this Agreement for a period up to three (3) months following the last day of the term of this Agreement. Any extension permitted by the County shall be under the same terms and conditions of this Agreement. Any extension of this Agreement pursuant to this Section shall not include payments to the Contractor that will, together with other payments made to the Contractor, pursuant to this Agreement, exceed the maximum amount set forth above in Section 3(a).
 - i. Short Agreement Year. The Maximum Amount and, if applicable, the Budgets, are based upon a full three hundred sixty five (365) day calendar year. The Maximum Amount and amount payable with respect to any Budgets shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.
 - j. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: (i) the funds herein provided shall be used only and solely for the purpose(s) herein set forth, and any contrary use of the funds shall be cause for the termination of this Agreement at the County's option; and (ii) any anticipated increase in staff costs cannot result in or cause a reduction in Services unless first approved by the County.
4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contract of the Contractor (a "Contractor Agent") be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee of Person with the authority to commit the County any obligation. As used in this Agreement the word "Person" mean any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of the County.
6. Compliance with Law.
- a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act (ADA) and The New York State Human Rights Law, but not limited to those relating to conflicts of interest, discrimination, living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes,

local laws, ordinances, rules, regulations, applicable order, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

- b. Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
- i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - ii. Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to it under applicable law.
 - iii. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and the Contractor shall provide the County any information necessary to maintain the certification's accuracy.
- c. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of the request prior to disclosure of the Information, so that the Contractor may take such action as it deems appropriate.
- d. Protection of Client Information. The Contractor shall, and shall cause Contractor's Agency, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy disclose or transfer any client information, (including, but not limited to names, addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) ("Confidential Information"), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPPA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164). The provisions of this subsection shall survive termination of this Agreement.

The provisions of this subsection shall not prohibit the disclosure of information to appropriate state or local officials in connections with a report of child abuse, neglect or maltreatment and any investigation conducted pursuant to such report. The provisions of

this subsection "Protection of Client Information" shall survive the termination of this Agreement.

7. Minimum Service Standards. Regardless of whether or required by Law:

- a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to engender or harm any Person or property.
- b. The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintain, and cause all Contract Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement. In furtherance of the foregoing, the Contractor shall comply with all requirements set forth in Attachment "B" incorporated herein by reference and attached hereto.
- c. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Office and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.
- d. The Contractor will attempt to provide Services to low income minority individuals in at least the same proportion as the population of these individuals bears to the population of older individuals in the area served by the Contractor.
- e. The Contractor shall employ adequate numbers of qualified staff to assure satisfactory conduct of the project. Further, project staff shall be, to the extent feasible, minority individuals in number in proportion to minority project participants.
- f. The Contractor shall electronically record, all required information for each individual seeking Services from the Contractor, in accordance with the requirements set forth by the Nassau County Department of Human Services, Office for Youth Services. All new cases shall be electronically entered during the month in which the individual accesses Services from the Contractor. Failure to comply with this section for any three (3) months during a six (6) month period may result in forfeiture of reimbursement. Failure to comply with this section for any four (4) months during a calendar year may result in termination of the contract and/or refusal to renew the contract or award a contract the following year.

8. Indemnification; Defense; Cooperation.

- a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or Contractor Agent(s), regardless of whether due to negligence, fault or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting, the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

- b. The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further, to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c. The Contractor shall, and shall cause Contractor Agent(s) to, cooperate with the County and the Office in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agency in connection with this Agreement.
- d. The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

- a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) if operation under this Agreement include the use of owned, non-owned or hired vehicles, Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) for each accident or occurrence, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) such additional insurance as the County may from time to time specify.
- b. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Office. Not less than thirty (30) days prior to any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Office of the same and deliver to the Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take, or omit to take, any action that would suspend or invalidate any of the required coverages. The failure

of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his/her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or mediation without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance shall not constitute a waiver of such rights.

11. Termination.

- a. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of Federal or State funding for the Services to be provided under this Agreement; and (iv) the failure to electronically report in accordance with Section 7(f).

- b. By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations, and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of other head of the Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- c. Contractor Assistance upon Termination. In connection with the termination of impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities, and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records.

- a. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the Federal Office of Management & Budget Circular A-11, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit, inspection and copying by the Comptroller, the Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. Failure to provide access within ten (10) days of a request for access shall be deemed a material breach of this Agreement. The provisions of this Section shall survive the termination of this Agreement.
- b. Within forty-five (45) days of the termination of this Agreement, Contractor shall file with the Office and the Comptroller of the County, reports as follows: (i) A complete and verified reconciliation report to include all monies received and monies expended during the term of this Agreement, must be submitted with the final claim voucher. Any unexpended funds remaining shall be repaid to the County simultaneously with the filing of the final reconciliation report; and (ii) A final project report to the Office, covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will describe how the program has operated and succeeded in providing the Services described in this Agreement.
- c. All organizations may be required to provide annual agency budgets. All organizations must submit an annual audit of financial statements. Those organizations expending five hundred thousand dollars (\$500,000) or more of Federal funding (from all sources) within the Contractor's fiscal year must also obtain an annual Single Audit in compliance with Federal A-33 regulations. It is further stipulated that audits shall be made on an annual basis and that two copies of the audit must be provided to the Office within nine (9) months of the end of the Contractor's fiscal year.

13. Inventory.

- a. Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County, and the Equipment shall not be disposed of without prior written approval of the County.
- b. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Office, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.
- c. Within thirty (30) days of the termination of this Agreement, the Contractor shall file final Inventory with the Office and the Comptroller. The Contractor shall dispose of the Equipment in accordance with the County's instructions. If the County does not provide

disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

- d. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
 - a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Office and the (ii) County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions or inactions preceded the Contractor's action or special proceeding against the County.
 - b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of the (a) final payment under or termination of this Agreement, and (b) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services in accordance with this Agreement, regardless of whether the Contractor is using Contractor Agent(s) to perform some or all of the work contemplated by this Agreement, and regardless of whether the County approved the use of such Contractor Agent(s).
16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with the Laws of New York State, without regard to the conflict of laws provisions thereof.
17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a national recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to the courier service, as applicable, and (d) (i) if to the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy.

- a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provisions shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- b. In the event any Agreement provision shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- c. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- d. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between both parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.

21. Prohibited Hirings. The Contractor agrees that no current officers, directors, or incorporators of the Contractor shall be hired or retained by the Contractor to fill any staff position or perform any service required under the Agreement and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the Office.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

- a. Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- b. Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the New York State and/or Federal governments, then

beyond funds available to the County from the New York State and/or Federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

CITY OF LONG BEACH YOUTH BUREAU

By: Johanna Mathieson
Name: Johanna Mathieson
Title: Executive Director
Date: 12/5/16

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Title: Chief Deputy County Executive
☐ Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

On the 5 day of December in the year 2016 before me personally came Johanna Matheson to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Chief Executive Officer of YFS, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A

CONTRACTING AGENCY: City of Long Beach Youth Bureau

AUTHORIZED AGENCY PERSON: Johanna Mathieson-Ellmer

ADDRESS: City hall, One West Chester Street, Long Beach, New York, 11561

TERM OF CONTRACT: 01/01/16-12/31/16

CONTRACT AMOUNT: \$3,461.00

The City of Long Beach Youth Bureau will be providing youth recreation and development services in Long Beach.

Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Long Beach Youth Bureau
Organization

New York
State

 Executive Director 12/5/16
Authorized Signature Title Date

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Johanna Mathieson (Name)
650 Magnolia Blvd. Long Beach, NY (Address)
(516) 431-3510 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Office that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

12/5/2016
Dated

Johanna Matheson
Signature of Chief Executive Officer

Johanna Matheson
Name of Chief Executive Officer

Sworn to before me this

5 day of December, 2016

Denise E. Gerstenfeld
Notary Public

DENISE E. GERSTENFIELD
Notary Public State of New York
Commission # 01GE6012534
Commission Expires August 31, 2018
Registered in Nassau County

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Office Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent

feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the

Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Office Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency. Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring the Office head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



**Nassau County Human Services
Universal Budget Form**



Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: City of Long Beach

Program Name: Youth Development Project

To Start Working on Your Budget Click Here

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

Contract # CQHS16000131

Contract Period Start: (MM/DD/YY) 01/01/16

End: (MM/DD/YY) 12/31/16

Enter Whole # Only

State Reimbursement %

Federal Reimbursement %

HS Only: Click Here To See The Fiscal Summary

To Start Working on Your Budget Click Here



Nassau County Human Services Universal Budget Form

Return to Face Sheet

Contract # CQHS16000131
Contract Name: City of Long Beach
Program Name: Youth Development Project

Select Line To
Work On Here

Budget Summary

Work on Salary
and Fringe

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

Work on Line 10

Work on Line 11

Agency
Contribution

Line #	Expense type	Total \$
1a	Salary	\$3,461
1b	Fringe	\$0
1 Total	Personnel (Salary plus Fringe)	\$3,461
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$0
4	Equipment	\$0
5	Supplies	\$0
6	Contractual Services	\$0
7	Rent/Utilities	\$0
8	Department Specific Costs	\$0
9	Other Costs	\$0
10	Administrative Overhead	\$0
	Gross Expenditures (Lines 1 – 10)	\$3,461
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$3,461
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$3,461

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Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval

[Handwritten signatures for Department Head, Fiscal, and Program Head]



Universal Budget Form
Nassau County Human Services

Line 1 - Personnel

[Return to Summary Page](#)

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

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

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary \$	Fringe \$	Total \$
Executive Director		Johanna Mathieson is the Director of Youth and Family Services for the City of Long Beach. As part of her duties, she conducts monthly programs and fiscal audits of the various components of the Youth Services Department. She conducts regular staff meetings with program directors of the various youth programs she oversees. In addition, she provides supportive supervision and resources to staff, families and youngsters.		\$3,461		\$3,461
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Line 1 Total		n/a	n/a	\$3,461	\$0	\$3,461

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

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Universal Budget Form
Nassau County Human Services

Line 2 - Consultants

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

[illegible]

Note(s):

[Return to Summary Page](#)

- For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
- Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
- For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

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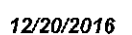


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[illegible]

[Return to Summary Page](#)

- [Return to Summary Page](#)



Universal Budget Form
Nassau County Human Services

Line 4 - Equipment

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Costs of all nonexpendable, tangible personal property.

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

Note(s):

[Return to Summary Page](#)

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

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

Note(s):

[Return to Summary Page](#)

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

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

Note(s):

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- Total the cost of equipment purchases and rentals.

[Return to Summary Page](#)



Universal Budget Form
Nassau County Human Services

Line 5 - Supplies

Cost of supplies

[Return to Summary Page](#)

[illegible]

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Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.



Universal Budget Form
Nassau County Human Services

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

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

[illegible]

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Note(s):

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

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Universal Budget Form
Nassau County Human Services

Line 7 - Rent/Utilities

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Cost related to rent and utilities associated with provide direct client services.

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total \$
Line 7 Total	n/a	\$0

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Note(s):

1. Costs of all rent and utility expenses used to directly support the delivery of the project. Specify physical address in the description.

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Universal Budget Form
Nassau County Human Services

Line 8 - Department Specific Costs

Please itemize all expenses [**Return to Summary Page**](#)

[illegible]

[Return to Summary Page](#)

Note(s):

1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

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Universal Budget Form
Nassau County Human Services

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

[Return to Summary Page](#)

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total \$
Line 9 Total	n/a	\$0

[Return to Summary Page](#)

Note(s):

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

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Universal Budget Form
Nassau County Human Services

Line 10 - Administrative Overhead

Administrative Overhead costs

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

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

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Note(s):

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

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Universal Budget Form
Nassau County Human Services

Line 11 - Revenue

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

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Revenue type: Income/Matches	Explanation - Description of Revenue	Total \$
Line 11 Total	n/a	\$0

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Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

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Nassau County Human Services Universal Budget Form

Fiscal Summary

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Contract # CQHS16000131
Contract Period Start: 01/01/16
End: 12/31/16
Contractor Name: City of Long Beach
Program Name: Youth Development Project

Expense type	Total \$
Personnel (Salary plus Fringe)	\$3,461
OTPS	\$0
Administrative Overhead	\$0
Gross Expenditures (Lines 1 – 10)	\$3,461
Revenue, Income, Agency Contribution, Matches	\$0
Net Budget Total (Lines 1 – 10 minus line 11)	\$3,461
Agency Contribution	\$0
Net Contract Total (Net Budget Total minus Agency Contribution)	\$3,461

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Source	Total \$	Percentage
State	\$-	0
Federal	\$-	0
Sub Total – State/Fed	\$0	0
Local	\$-	100
Total	\$0	100

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COUNTY OF NASSAU
INTER-DEPARTMENTAL MEMO

TO: James Garner, Deputy Comptroller
Office of the Comptroller

FROM: Margaret Martinez Malito
Executive Director
Nassau County Youth Board

DATE: December 20, 2016

SUBJECT: Justification for Entering into Contract with City of Long Beach-
CQHS16000131

There will be five Nassau County Localities, Town of Hempstead, Town of Oyster Bay, Town of North Hempstead and City of Glen Cove and City of Long Beach that will be required to execute a contract for services agreement with Nassau County Department of Human Services, Office of Youth Services for FY2016.

A contractual agreement with Nassau County reflects a change in New York State funding regulations for Office of Children and Family Services, Youth Development Bureau (OCFS). The change takes effect FY2014 and represents the shift to Nassau County as the Municipal Government, of claiming and reimbursement of youth service program expenses under the NYS OCFS funding allocation and distribution structure. Consistent with NYS OCFS regulatory changes, the submission of funding applications and expense vouchers (claims) to Nassau County will include all service contracts within the geographic parameters of the above stated local governments.

If you have any questions in this regard, please contact DHS Fiscal Director, Brian Hall at 227-8912.

Thank you for your immediate review and attention to this Change of Policy Memorandum.

cc: Brian Hall, Director, DHS Fiscal Department


Margaret Martinez Malito

COUNTY OF NASSAU
INTER-DEPARTMENTAL MEMO

TO: Timothy Carter, Assistant to the President.
CSEA, Local 380

FROM: Margaret Martinez Malito
Executive Director
Office of Youth Services


DATE: December 20, 2016

SUBJECT: Nassau County Office of Youth Services Contracts-Section 32-County-CSEA

.....

The attached Office of Youth Services contract does not apply to Section 32 of the C.S.E.A. contracts but is being forwarded to you as a courtesy to CSEA.

City of Long Beach, Inc.


Margaret Martinez Malito
Executive Director
Office of Youth Services

MMM:ar
Atts.



EDWARD P. MANGANO
COUNTY EXECUTIVE

JAMES R. DOLAN, JR., D.S.W., L.C.S.W.
ACTING COMMISSIONER

**COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
OFFICE OF YOUTH SERVICES**

60 CHARLES LINDBERGH BOULEVARD
UNIONDALE, N.Y. 11553-3688
227-7112 - 227-7115

MARTY BLUM
ACTING CHAIRMAN
OFFICE OF YOUTH SERVICES

MARGARET MARTINEZ MALITO
EXECUTIVE DIRECTOR
OFFICE OF YOUTH SERVICES

FUNDING CERTIFICATION

In accordance with the funding guidelines of the Nassau County Office of Youth Services, an annual review was conducted for City of Long Beach for the year: 2014-15.

The overall review was found to be:

 X Satisfactory
 Unsatisfactory

Agency compliance in the following categories was found to be acceptable:

I. Board / Administration X Satisfactory Unsatisfactory

-Not-for profit agency Board meets regularly and fulfills its oversight obligations to the agency. Administration is responsible for the overall operation of the agency within the criteria set forth in the contract.

II. Programmatic X Satisfactory Unsatisfactory

-Agency is reviewed throughout the year for contract/application compliance in meeting the minimum expectations of the Youth Board Policy and Funding Guidelines.

III. Fiscal X Satisfactory Unsatisfactory

-Agency is reviewed throughout the year for fiscal soundness and compliance within the contract and funding criteria.

If Unsatisfactory to any of the above, corrective action is as follows:

If you have any questions concerning the above certification, please contact Margaret Martinez Malito at 227-7115.

A handwritten signature in black ink, appearing to read "M. Martinez Malito".

Margaret Martinez Malito
Executive Director
Office of Youth Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791		CONTACT NAME: Nicole Morton PHONE (A/C, No, Ext): (516) 364-4044 FAX (A/C, No): (516) 364-5901 E-MAIL ADDRESS:	
INSURED City of Long Beach 1 West Chester Street Long Beach NY 11561		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 32603	

COVERAGES**CERTIFICATE NUMBER:** 16-17 Muni Liab and Prof**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PEM 0000045 02	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> \$500,000 SIR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY			PEM 0000045 02	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Public Officials Liability			PEM 0000045 02	7/1/2016	7/1/2017	Limit 3,000,000 SIR \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County is included as an additional insured for General Liability per Form #CEN1026 as respects the Agreement between the County and the City for the City of Long Beach Youth Bureau to provide youth recreation and development services in Long Beach.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County 1550 Franklin Avenue Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Nicole Morton/JJC

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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED- DESIGNATED PERSON OR ORGANIZATION

Policy Number	Endorsement Effective Date	Endorsement Number
PEM 0000045-02	July 1, 2016	1

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

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART PUBLIC ENTITY RETAINED LIMITS POLICY

SCHEDULE

Name of additional **Insured** person(s) or organization(s): Per Schedule on file with Company

\$3,000,000 Occurrence Limit

\$3,000,000 Aggregate Limit

The lesser of the limit shown above or the amount required by written contract shall apply.

With respect to the General Liability Coverage Part only, It is agreed that Definition 20. **Insured**, contained in the Common Conditions, Definitions and Exclusions is amended to include as an additional **insured** the person(s) or organization(s) shown in the Schedule but only with respect to liability for **bodily injury, property damage, personal injury, or advertising injury** caused in whole or in part, by acts or omissions of the **named insured** or the acts or omissions of those acting on behalf of the **named insured**:

- A. In the performance of the ongoing operations of the **named insured**; or
- B. In connection with the **named insured's** premises owned by or rented to the **named insured**.

a W. R. BERKLEY COMPANY

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If the insurance provided by this endorsement applies, the limits of insurance available to the additional **insured** shall be the lesser of:

1. The Limit of Insurance agreed to in the written contract, or
2. The Limit of Insurance in the Schedule above.

All other terms and conditions of this **policy** remain unchanged.


Authorized Representative

a W. R. BERKLEY COMPANY

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