

Resolution 6-A

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into contract with and accept the sum of \$75,000 from the County of Nassau Department of Human Services Office of the Aging, for Title IIIB of the Older Americans Act for the Age Friendly Initiative for the funding period of January 1, 2020 through December 31, 2021.

Funding: A7030-43801	Title III-B Transportation	\$75,000
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Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Carol Waldman as a Consultant under the Age Friendly Initiative Contract with Nassau County for Personal Services, Grant Oversight and Liaison to Nassau County from June 1st, 2020 through December 31st, 2020 for a total of \$11,250.

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

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Karen J. Williams as a Consultant under the Age Friendly Initiative Contract with Nassau County as the Glen Cove Grant Manager and Evaluator from June 1st, 2020 through December 31st, 2020 for a total of \$9,000.

Fund Line: A7030-55438 Contractual Services \$9,000

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with North Shore University Hospital as an Independent Contractor under the Age Friendly Initiative Contract with Nassau County as the Glen Cove Project Director from June 1st, 2020 through December 31st, 2020 for a total of \$18,000.

Fund Line: A7030-55438 Contractual Services \$18,000

Resolution 6-E

Resolution offered by Mayor Tenke and seconded by: _____

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

(See attached)

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to retain Michael Haberman Associates, Inc., for tax certiorari consulting services at a rate of \$150 per hour for tax certiorari consulting services and \$75.00 per hour for clerical staff.

Resolution 7-A

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the that the following persons are hereby appointed to seasonal positions in the Youth Bureau June 1, 2020 through November 30, 2020 as indicated:

Name	Hourly Rate	Title
Anaysza Ashby	\$9.00	Laborer
Jason Downer	\$9.00	Laborer
Sofia Garcia	\$9.00	Laborer
Andrew Glaviano	\$9.00	Laborer
Allaina James	\$9.00	Laborer
Allison Sanchez	\$9.00	Laborer
Hunter Stevens	\$9.00	Laborer

Budget Line A7050-51120

Resolution 7-B

Resolution offered by Mayor Tenke and seconded by: _____

BE IT RESOLVED, that the following persons are hereby appointed to seasonal positions in Parks and Recreation effective May 23, 2020 through October 4, 2020 as indicated:

Name	Hourly Rate	Title
Melissa Patino	\$8.50	Recreation Leader
Anthony D. Famiglietti	\$9.00	Recreation Leader
Jonathan Capobianco	\$9.00	Recreation Leader
Jessica-Ann Giovanniello	\$8.50	Recreation Leader
Adriana Gigliotti	\$8.50	Recreation Leader

Budget Line A7140-51120

Resolution 6-A





Nassau County Human Services Universal Budget Form



HS Face Sheet

Please complete the following information about this contract:

To Be Completed By The Contract Vendor:

Contractor Name: City of Glen Cove

Program Name: Age Friendly

Contract Period Start: 1/12/2020

End: 12/31/2020

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

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

Contract # CQHS20000038

Enter Whole # Only

State Reimbursement %

75

Federal Reimbursement %

HS Only:

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



Nassau County Human Services Universal Budget Form

[Return to Face Sheet](#)

Contract #	CQHS20000038	Contract Period
Contractor Name:	City of Glen Cove	1/12020
Program Name:	Age Friendly	12/31/20

Original Date	
Revision Date	

**Select Line To
Work On Here**

Budget Summary

[Work on Salary
and Fringe](#)

[Work on Lines 2
and 3](#)

[Work on Line 4](#)

[Work on Lines 5
and 6](#)

[Work on Lines 7
and 8](#)

[Work on Line 9](#)

[Work on Lines
10 and 11](#)

Line #	Expense type		Total \$
1a	Salary		\$0
1b	Fringe		\$0
1 Total	Personnel (Salary plus Fringe)		\$0
2	Consultant(s)		\$20,250
3	Travel / Per Diem / Transportation		\$0
4	Equipment		\$2,650
5	Supplies		\$0
6	Contractual Services		\$54,600
7	Rent/Utilities		\$0
8	Food Costs		\$0
	# of NSIP meals =	-	
9	Other Costs		\$0
10	Administrative Overhead		\$0
	Gross Expenditures (Lines 1 – 10)		\$77,500
11	Revenue, Income, Participant Contribution, Cost Share, Matches		\$2,500
	Participant Contributions =	0	
	Cost Share =	2500	
	Net Budget Total (Lines 1 – 10 minus line 11)		\$75,000

[Return to Face Sheet](#)

Administrative Approval of Universal Budget Form:

Date: _____

Department Head Approval _____

Fiscal Approval _____

Program Head Approval _____

Original:

Amend:

Budget Modifications

Date

Program

Fiscal



Universal Budget Form
Nassau County Human Services

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

Contract Period
1/12/2020
12/31/2020

Line 1 - Personnel

[Return to Summary Page](#)

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

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

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

Notes:

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

[Return to Summary Page](#)



Universal Budget Form
Nassau County Human Services

Contract #	CQHS20000038	Contract Period
Contractor Name	City of Glen Cove	1/12020
Program Name	Age Friendly	12/31/2020

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

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

Expense type: Consultant(s)	#	Explanation - Description of Expense (Please include cost of each session)	# of Sessions	Total \$
Carol Waldman		NC Personal Services; Grant Oversight, Liason to Nassau County		\$11,250
Karen Williams		GC Grant Manager and Evaluator		\$9,000
Line 2 Total		n/a		\$20,250

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

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

Line 3 - Travel / Per diem / Transportation

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

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

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

[Return to Summary Page](#)



**Universal Budget Form
Nassau County Human Services**

Contract #	CQHS20000038	Contract Period
Contractor Name	City of Glen Cove	1/12020
Program Name	Age Friendly	12/31/2020

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

Costs of all nonexpendable, tangible personal property.

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

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

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

Expense type: Equipment PURCHASE	Explanation - Description of Expense	Total \$
(2) Computers	For HUB Resource Center	\$1,600
(1) Printer	For HUB Resource Center	\$400
(1) File Cabinet	For HUB Resource Center	\$650

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

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

2. Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department. **(OFA Contracts - Equipment under \$200 should be listed under Supplies.)**

Line 4 Total	n/a	\$2,650
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Note(s): [Return to Summary Page](#)

1. Total the cost of equipment purchases and rentals.

[Return to Summary Page](#)



**Universal Budget Form
Nassau County Human Services**

Contract #	CQHS20000038	Contract Period	
Contractor Name	City of Glen Cove	1/12020	
Program Name	Age Friendly	12/31/2020	

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

Cost of supplies

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

[Return to Summary Page](#)

Note(s):

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

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

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

Expense type: Contractual Services	Explanation - Description of Expense	Total \$
North Shore University Hospital	GC Project Director	\$18,000
	GC Project Coordinator	\$10,000
	GC Tech Services; Web Designer, Mapping, Consulting, Time Bank Training	\$3,600
	GC Project Assistant / Data Entry	\$4,250
	NC Planning- Tech Services; Web Designer, Mapping, Consulting	\$18,750
Line 6 Total	n/a	\$54,600

[Return to Summary Page](#)

Note(s):

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

[Return to Summary Page](#)



**Universal Budget Form
Nassau County Human Services**

Contract #	CQHS20000038	Contract Period
Contractor Name	City of Glen Cove	1/12/2020
Program Name	Age Friendly	12/31/2020

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

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

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

[Return to Summary Page](#)

Note(s):

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

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

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

[Return to Summary Page](#)

Note(s):

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

[Return to Summary Page](#)



Contract #	CQHS20000038	Contract Period
Contractor Name	City of Glen Cove	1/12020
Program Name	Age Friendly	12/31/2020

Please itemize all expenses

[Return to Summary Page](#)

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



Universal Budget Form
Nassau County Human Services

Contract #	CQHS20000038	Contract Period	
Contractor Name	City of Glen Cove		1/12020
Program Name	Age Friendly		12/31/2020

Line 10 - Administrative Overhead

[Return to Summary Page](#)

Administrative Overhead costs

THIS SECTION DOES NOT APPLY TO OFA CONTRACTS

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

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

[Return to Summary Page](#)

Note(s):

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

Line 11 - Revenue

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

[Return to Summary Page](#)

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

[Return to Summary Page](#)

[Return to Summary Page](#)



THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this “Agreement”), dated as of the date (the Effective Date) that this Agreement is executed by Nassau County, 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, (the “Department”) Office for the Aging, having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the “Office”), and (ii) City of Glen Cove, a municipal corporation, having its principal office at City Hall, 9 Glen Street, Glen Cove, New York 11542 (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, the Contractor desires 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;

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, 2020 and terminate on December 31, 2021, unless sooner terminated in accordance with the provisions of this Agreement, (each calendar year included in the term of this Agreement, an “Agreement Year”), subject to all the terms and conditions of this Agreement including that the County may terminate this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement (“Services”) shall consist of a Age Friendly Program, as set forth in Attachment “A” to this Agreement which is attached hereto and made part of this Agreement.

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 for the first Agreement Year (the “Maximum Amount”) shall not exceed Seventy Five Thousand and 00/100 dollars (\$75,000.00), payable as follows:

(i) one quarter ($\frac{1}{4}$) 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. Funding for Additional Agreement Years. Funding for additional Agreement Years is contingent on availability of funds for this purpose and shall not exceed a maximum amount of

Seventy Five Thousand and 00/100 dollars (\$75,000.00), per additional Agreement Year, so that together with the first Agreement Year Maximum Amount, shall not exceed One Hundred Fifty Thousand and 00/100 dollars (\$150,000.00) . If funds are made available by the County Executive for additional Agreement Years, and the County Legislature makes a budgetary appropriation for this purpose, the Department may allocate a portion of the funds for that particular Agreement Year. Such allocation of funding for additional Agreement Years shall be accomplished by written notification from the Department to the Contractor, and subsequent processing of a contract advisement to add the additional Agreement Year funds. The Department shall notify the Contractor by letter of the availability of funds for additional Agreement Year(s), including the amount of available funds to advance the Contractor. The availability of additional Agreement Year funds shall be subject to necessary County approvals for the budgetary appropriation for this purpose and the encumbrance of funds. One quarter (1/4) of the maximum amount specified for each Agreement Year shall be paid in advance upon the encumbrance of funds Payment to the Contractor of any such funds shall be made in accordance with the terms of this Agreement, including but not limited to all reconciliation and voucher requirements and additional funding provisions as well as the approved budget for the Agreement Year. In the event that funds are not approved by the County for any given Agreement Year, the County is under no obligation to provide funds for the Agreement for the given period, and the Contractor has no claim under the Agreement for funds that have not been duly authorized by the County.

c. 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 Seventy Five Thousand and 00/100 dollars (\$75,000.00);
- ii. subsequent payments shall be on a reimbursement basis and solely in accordance with the budget attached hereto.

d. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall 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) if requested by the Office and/or the County Comptroller or his/her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Office and/or the County Comptroller.

e. 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.

f. No Duplication of Payments. Payments 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.

g. 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 by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

h. 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 Contract 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.

i. 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.

j. 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.

k. 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” means 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 but not limited to those relating to conflicts of interest, discrimination, human’s rights, a living wage, disclosure of information, 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 registration protocol. 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, may constitute 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 the County 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, attached to this Agreement as Appendix L and 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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.

e. Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

f. Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

g. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the “Vendor Code of Ethics”), and will comply with all of its provisions;

(ii) All of the Contractor’s Participating Employees, as such term is defined in the Vendor Code of Ethics (the “Participating Employees”), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

7. Minimum Service Standards. Regardless of whether 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 maintaining, and causing 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 Office.

g. 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 claim 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 the date of 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 modification without such prior written consent shall be null and void. The failure of a part 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 or 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 Department (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, 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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 and 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 (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, irrespective of whether the Contractor is using Contractor Agent(s) to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent(s) has been approved by the County.

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 State 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 Office, to the attention of the Commissioner at the address specified above for the department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Office) 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 in each case 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 that any provision of this Agreement 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 part 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. 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, third party approvals and other governmental 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.

21. 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.

22. Prohibited Hiring's. 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.

23. Credit for funding. The Contractor shall give credit to the Nassau County Department of Human Services, Office for the Aging and the New York State Office for the Aging (and the U. S. Administration on Aging for federally funded programs) as the funding

agencies for this program in all new written materials, press releases, brochures, feature stories, annual reports, vehicles used to transport senior citizens, etc., using the words: "This program is made possible with funding from the Nassau County Department of Human Services, Office for the Aging through the New York State Office for the Aging," (and the U. S. Administration on Aging, if appropriate).

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

City of Glen Cove

By:_____

Name:_____

Title:_____

Date:_____

NASSAU COUNTY

By:_____

Name:_____

Title: County Executive

☐ Title: Chief Deputy County Executive.

☐ Title: Deputy County Executive.

Date:_____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:
)

On the ____ day of _____ in the year 202__ 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 the _____ of _____, 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

STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:
)

On the ____ day of _____ in the year 202__ 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

Attachment “A”

CONTRACTING AGENCY:	City of Glen Cove
AUTHORIZED AGENCY PERSON:	Honorable Timothy Tenke, Mayor
ADDRESS:	9 Glen Street, Glen Cove, NY 11542
TERM OF CONTRACT:	January 1, 2020 –December 31, 2021
CONTRACT AMOUNT:	<u>\$150,000</u>

Functions of the Contractor:

- 1) Services shall be rendered in conformance with the fixed joint grant applications submitted by Nassau County Department of Human Services, Office for the Aging and City of Glen Cove Senior Center and subsequent grant award from New York State Office for the Aging. Contract OFA01-C19064GG-1010000 and OFA01-C19057GG-1010000 are fixed term awards for January 1, 2020 through December 31, 2021.

NOTE: Services shall be monitored and evaluated for conformance to this contract, attachments, application for funding and all applicable Federal, State and County requirements. Non-conformance can result in sanctions and/or termination of this contract.

- 2) Completion of timely budget modifications and vouchers as required by the Nassau County Department of Human Services, Office for the Aging Fiscal team and Nassau County Comptroller’s guidelines.
- 3) Matching funds as described in grant award, in the amount of \$5,000 split between the two funding years. \$2,500 match in year 1 of the award and year 2.
- 4) Completion of quarterly qualitative reports within 30 days from the end of the quarter as outlined in the grant contract by NYSOFA.
- 5) Assist Nassau County in replicating Executive Order #190 at the County level.
- 6) Participate in the Health Across all Policies learning collaborative, associated webinars, conferences and meetings.
- 7) Assist Nassau County in a baseline assessment of readiness to be Age Friendly. Creation of a Needs Assessment.
- 8) Assist Nassau County in creating an Age Friendly Advisory Board.
- 9) Create Age Friendly Center of Excellence – Nassau County through partnership with City of Glen Cove Senior Center, will create an Age Friendly Center of Excellence to be located at the Glen Cove Senior Center.

- 10) Creation of a community TIMEBANK; a healthy walking program with a focus on civic engagement and space-planning, and the creation of an age-friendly community “Hub” for resources (COE), interactive information exchange, and development, will be undertaken with support provided by expert partners. The TIMEBANK will be led by the technical oversight of Hofstra University’s School of Health Professions and Human Services; the walking program will be a partnership with Northwell Health; the “Hub, housed in the Glen Cove Senior Center, will have the technical services from the City of Glen Cove and the full resources of the Senior Center itself, along with support from Nassau County and will be the first of its kind on Long Island.
- 11) Creation and maintenance of any pertinent web-based or promotional materials required by grants from NYSOFA.

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 Glen Cove
Organization

New York State

Authorized Signature

Title

Date

Appendix E

Statutes, Regulations and Policies

The Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- The Older Americans Act (OAA) of 1965, as amended (*42 U.S.C. 3001 et. seq.*)
- 2 CFR Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)
- 2 CFR Part 376 (*Nonprocurement Debarment and Suspension*)
- 2CFR Part 382 (*Requirements for Drug-free Workplace (Financial Assistance)*)
- 20 CFR Part 641 (*Provisions Governing the Senior Community Service Employment Program*)
- 29 CFR Part 38 (*Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act*)
- 45 CFR Part 75 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*)
- 45 CFR Part 80 (*Nondiscrimination under Programs Receiving Federal Assistance Through the Department of Health of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964*)
- 45 CFR Part 84 (*Nondiscrimination on the basis of Handicap*)
- 45 CFR Part 93 (*New Restrictions on Lobbying, see 91-PI-5 [1/24/91]*)
- 45 CFR Part 1321, Subparts A-D (*Grants to State and Community Programs on Aging*)
- Age Discrimination in Employment Act of 1975, as amended (*29 U.S.C. 621, et seq.*)
- Americans with Disabilities Act of 1990 (*42 U.S.C. 12101, et seq.; see 92-PI-32 [8/4/92]*)
- Civil Rights Act of 1964, Title VI, as amended (*42 U.S.C. 2000-d et. seq.*)
- Equal Employment Opportunity Act of 1972 (*42 U.S.C. 2000e, et seq.*)
- Equal Pay Act of 1963, as amended (*29 U.S.C. 206*)
- Hatch Act (*5 U.S.C. 1501, et seq.*)
- Home Energy Assistance Act of 1981, as amended (*42 U.S.C. 8601, et seq.*)
- Rehabilitation Act of 1973, Sec. 504 (*29 U.S.C. 794, Nondiscrimination*)
- Single Audit Act Amendments of 1996 (*31 U.S.C. 7501, et seq.*)
- Uniform Relocation and Assistance and Real Property Acquisitions Act of 1970 (*42 U.S.C. 4601 et seq.*)

Office of Management and Budget (OMB):

- OMB Circular A-95 (*Clearinghouse Review*)
- OMB Circular A-102 (*Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments*)
- OMB Circular A-133 (*Audits of State and Local Government and Non-*

Profit Organizations) Federal Executive Order 11246, as Amended by Executive Order 11375 (*Affirmative Action*); as Amended by Executive Order 12086 (*Consolidation of Compliance Functions*); and as Amended by Executive Order 13279 (*Equal 3 Protection for Faith-Based and Community Organizations*.)

- Executive Order 13166 (*Improving Access to Services for Persons with Limited English Proficiency*)
- HHS Grants Policy Statement

State Statutes, Regulations, and Policies:

- New York State Elder Law
- New York State Office for the Aging Rules and Regulations (*9 NYCRR Parts 6651, 6652, 6653, 6654, 6655 and 6656*)
- Executive Law, Article 15 (*State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors*)
- Executive Law, Article 7-A (*Registration and reporting provisions required of Charitable Organizations*)

All NYSOFA Program Instructions (<http://www.aaarin.ofa.state.ny.us/Issuances/Issuances.cfm?>)

a. Targeting. The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those not served and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

b. Language Access. The Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

c. Conformance with AAA Area Plan. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.

d. Equal Access. The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

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 Department 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 Department 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.

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:

_____ (Name)

_____ (Address)

_____ (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.

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 201__.

Notary Public

LAURA CURRAN
COUNTY EXECUTIVE



CAROLYN McCUMMINGS, MPH, PhD
COMMISSIONER

JORGE A. MARTINEZ
DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES
Office for the Aging

60 Charles Lindbergh Boulevard, Suite #260
Uniondale, New York 11553-3691
516-227-8900/FAX 516-227-8972
seniors@hhsnassaucountyny.us

May 1, 2020

The City of Glen Cove
9-13 Glen Street
Glen Cove, NY 11542

Dear Honorable Tenke,

Nassau County is excited to begin the Age Friendly Process in partnership with City of Glen Cove and the Glen Cove Senior Center.

Under the current circumstances, Nassau County is asking the City and Senior Center to assume a portion of the County grant in the first year of this two-year process, in order to start this project. As things progress, the level of participation and award in year-two will be discussed and agreed upon by Nassau County and City of Glen Cove/Glen Cove Senior Center.

Grant 1 – City of Glen Cove: \$100,000 (\$15,000 held back by Nassau over two years for fiscal oversight)

Grant 2 – Nassau County: \$80,000

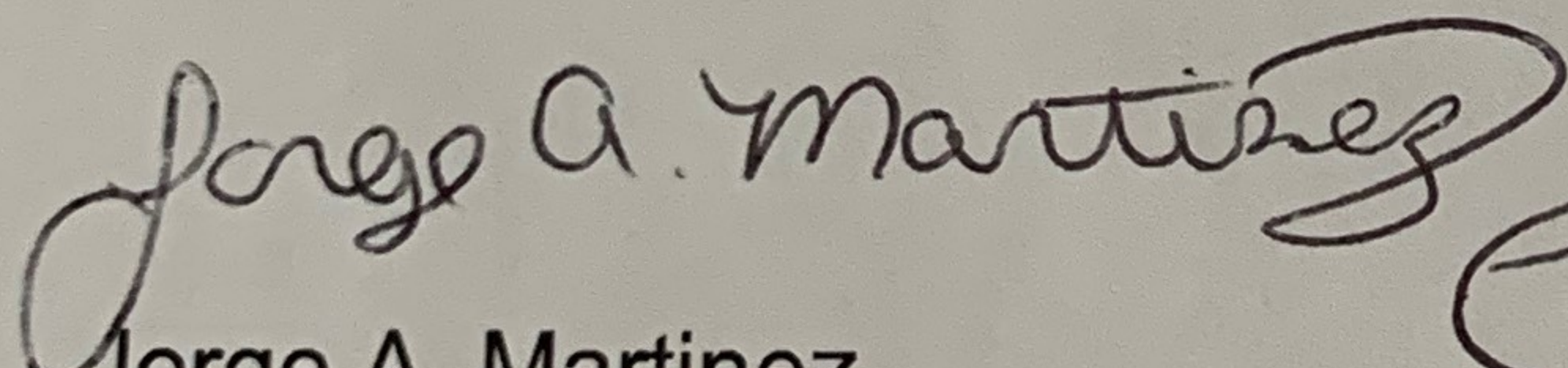
The current award for year one equals \$75,000 for Glen Cove.

Grant 1 Amount: \$45,000 (additional \$5,000 in year one for startup costs/equipment)

Grant 2 Amount: \$30,000

Your efforts and continued support for the Office is appreciated.

Sincerely,


Jorge A. Martinez

Deputy Commissioner
Office for the Aging
Department of Human Services

CC: Kyle Rose-Louder, Esq. DCE Health and Human Services
Carolyn McCummings, MPH, Ph.D, Commissioner Department of Human Services

Resolution 6-B



INDEPENDENT CONSULTANT AGREEMENT

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

1. IDENTITY OF
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

2. IDENTITY OF
INDEPENDENT
CONSULTANT

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

Name: Carol Waldman

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

Address: 270 Carpenter Avenue

City/State/Zip: Sea Cliff, NY 11579

Business Telephone: (516)216.0836

Email: carolwaldman4@gmail.com

WORK TO BE
PERFORMED

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

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

3. TERMS OF
PAYMENT

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

\$11,250 total for contract term to be paid \$865.00 bi-weekly for 26 weeks / 12
payments of \$865, 1 payment of \$870

Dates: June 1st, 2020 - December 31st, 2020

4. REIMBURSE-
MENT OF
EXPENSES

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

5. EQUIPMENT,
TOOLS,
MATERIALS, OR
SUPPLIES

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

6. FEDERAL, STATE
AND LOCAL
PAYROLL TAXES

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

7. FRINGE BENEFITS &
COMPEN-
SATION

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

9. WORK PRODUCT
OWNERSHIP

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

10. CONFIDENTIALTY

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

11. TERM OF
AGREEMENT

This agreement shall become effective on June 1st 2020
and shall terminate on December 31st, 2020

12. TERMINATION
WITHOUT CAUSE

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

13. TERMINATION
WITH CAUSE

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

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

14. NO AUTHORITY
TO BIND CLIENT

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

15. ENTIRE
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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

***AGENCY:**

City of Glen Cove, Glen Cove Senior Center
Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONSULTANT**

Carol Waldman
Firm/Individual Name

Signature

Independent Consultant
Title

Date

Resolution 6-C



INDEPENDENT CONSULTANT AGREEMENT

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

1. IDENTITY OF
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

2. IDENTITY OF
INDEPENDENT
CONSULTANT

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

Name: Karen J. Williams

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

Address: 29 Sterling Place

City/State/Zip: Hempstead, NY 11550

Business Telephone: 516.728.7504

Email: giftsgrantsgraymatter@gmail.com

WORK TO BE
PERFORMED

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

GC Grant Manager and Evaluator for Age Friendly Initiative Grant

3. TERMS OF

AGENCY shall pay IC according to the following terms

PAYMENT

and conditions: IC shall be paid

\$ 9,000 total for contract term to be paid \$692.00 bi-weekly for 26 weeks / 12
payments of \$692, 1 payment of \$696.

Dates: June 1st, 2020 - December 31st, 2020

4. REIMBURSE-
MENT OF
EXPENSES

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

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

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

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

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

10. CONFIDENTIALTY

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

11. TERM OF
AGREEMENT

This agreement shall become effective on June 1st 2020
and shall terminate on December 31st, 2020

12. TERMINATION
WITHOUT CAUSE

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

13. TERMINATION
WITH CAUSE

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

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

14. NO AUTHORITY
TO BIND CLIENT

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

15. ENTIRE
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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

***AGENCY:**

City of Glen Cove, Glen Cove Senior Center
Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONSULTANT**

Karen J. Williams
Firm/Individual Name

Signature

Independent Consultant
Title

Date

Resolution 6-D



INDEPENDENT CONTRACTOR AGREEMENT

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

1. IDENTITY OF
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

2. IDENTITY OF
INDEPENDENT
CONTRACTOR

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

Name: North Shore University Hospital

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

Address: 300 Community Drive

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

Business Telephone: 516-465-2776

Email: vcaruso2@northwell.edu

WORK TO BE
PERFORMED

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

GC Project Director for Age Friendly Initiative Grant

3. TERMS OF
PAYMENT

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

\$18,000 total for contract term to be paid \$1,384.00 bi-weekly for 26 weeks / 12
payments of \$1,384, 1 payment of \$1392.

Dates: June 1st, 2020 - December 31st, 2020

4. REIMBURSE-
MENT OF
EXPENSES

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

5. EQUIPMENT,
TOOLS,
MATERIALS, OR
SUPPLIES

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

6. FEDERAL, STATE
AND LOCAL
PAYROLL TAXES

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

7. FRINGE BENEFITS &
COMPEN-
SATION

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

9. WORK PRODUCT
OWNERSHIP

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

10. CONFIDENTIALTY

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

11. TERM OF
AGREEMENT

This agreement shall become effective on June 1st 2020
and shall terminate on December 31st, 2020

12. TERMINATION
WITHOUT CAUSE

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

13. TERMINATION
WITH CAUSE

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

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

14. NO AUTHORITY
TO BIND CLIENT

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

15. ENTIRE
AGREEMENT

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

16. SEVERABILITY

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

17. AMENDMENTS

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

***AGENCY:**

City of Glen Cove, Glen Cove Senior Center
Agency Name

Signature

Mayor
Title

Date

***INDEPENDENT CONTRACTOR**

North Shore University Hospital
Firm/Individual Name

Signature

Independent Contractor
Title

Date

Resolution 6-E





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

BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: Senior Center

BUDGET YEAR: 2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A7030-43801	Title IIIB	\$75,000	
A7030-52220	Equipment Purchase		\$150
A7030-55438	Contractual Services		\$74,850

Reason for Amendment: Increased revenue and expenses for receipt of award for Age Friendly Initiative Grant from Nassau County Department of Human Services Office for the Aging.

Department Head Signature: Christine Rice Date: 5/15/20

City Controller Approval: _____ Date: _____

City Council Approval-Resolution Number: _____ Date: _____

Resolution 6-F



May 15, 2020

City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

Attn: Mayor Tim Tenke

Re: City of Glen Cove
Certiorari Settlement Services

Dear Mayor Tenke:

As requested by Gregory Kalnitsky, City Council, Michael Haberman Associates, Inc. (MHAI) is pleased to submit this proposal for Certiorari consulting services. This proposal sets forth the scope of work and fees associated with this service. The MHAI team of experienced appraisers, with the assistance of Thomas Donato, will review, analyze, and conference commercial certiorari filings. These services include Subject property and market data research, with the development of Income pro-forma analysis for each commercial filing as posted on the annual court calendars.

Commercial Certiorari Proceedings

For over 40 years MHAI has been valuing commercial property in the down state area, with most of its focus in the Long Island region. During this 40-year span, most of the company work has been with municipalities and government entities. Commercial tax refunds are typically the greatest financial exposure the City has on an annual basis. Proper review and negotiation of cases can help mitigate refunds and loss in commercial tax base. The following is a summary of procedures utilized by our company to help attain fair and equitable settlements:

- Prepare discovery request for pertinent subject information
- Review subject property data
- Inspection property from the right-of-way
- Interior inspections when required
- Research comparable market data

- Develop income pro-forma analysis for all years at issue
- Negotiate settlements pending City Council approval
- Present settlement to the City Attorney for presentation to the City Council
- Work with City Attorney for execution of stipulations

All commercial analysis will be supervised by Thomas Donato with settlement conferences held at MHAI's office. It is anticipated that all cases will be settled through informal conferencing. Michael Haberman Associates, Inc. is an appraisal firm and, therefore, if any case proceeds to Court, the City will require legal counsel and an independent real estate appraiser to dispose of the case.

Fee Schedule

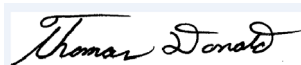
Professional fees for services rendered will be at the following rates:

Clerical Staff	\$75.00 / hr.
Commercial Certiorari Consultation (appraiser)	\$150.00 / hr.

(The typical case requires six hours to dispose of, from start to finish. Complex cases will be discussed with the City Attorney before commencing with conferencing.)

Our company looks forward to working with the City of Glen Cove on certiorari services. If there are any questions regarding this proposal, please do not hesitate to contact the undersigned.

Very truly yours,



Thomas Donato, IAO, CSA-G

ACCEPTED BY:

Signature

Print Name