

#4-8



CITY OF LONG BEACH
1 WEST CHESTER STREET
LONG BEACH, NEW YORK 11561
(516) 431-1001
FAX: (516) 431-1389

MEMO:

October 1, 2024

TO: Dan Creighton, City Manager
Phil Ragona, Deputy City Manager
Inna Reznik, City Comptroller
Frank Dikranis, Corporation Counsel
Russell Darress, Acting Public Work Commissioner
Steve Pambianchi, Assistant Corporation Counsel

FROM: Patti Bourne, Director of Economic Development and Planning
Tyler Huffman, Director of Community Development

RE: Request for City Council Resolutions – Acceptance of Four (4) Grant Awards and Budget Amendment

We are requesting the followings items be placed on the agenda for the 10/15/24 City Council Meeting:

1. **Acceptance of Grant Award from the US Dept. of Transportation under the Safe Streets & Roads for All Grant Program**
 - i. Grant Award: \$239,824
 - ii. Local Match: \$59,956 (provided by in-kind services)
 - iii. Grant Type: Reimbursement
 - iv. Grant Award #: 693JJ32540063
 - v. Project Description: To fund the development of a Roadway Safety Action Plan. The plan will look at the highest crash locations that involve vehicles, pedestrians, and bicycles, and will create recommendations to improve public safety and reduce traffic crashes.
 - vi. Grant Performance Period: 24 months beginning on the contract execution date
 - vii. Budget Line: Funds are available in H1025.53117. As reimbursements are received, they will be put back into the budget line.

2. **Acceptance of Grant Award from the US Dept. of Agriculture under the Urban and Community Forestry Grants Program**
 - i. Grant Award: \$100,000
 - ii. Local Match: none

- iii. Grant Type: Reimbursement
- iv. Grant Award #: 24-CA-11132544-010-022
- v. Project Description: To fund the purchase and planting of trees. Trees will be planted in the North Park area of the City, as required by the grant (funds must go toward assisting a federally designated disadvantaged community). The plan is to use in-house labor to perform the plantings. Plantings will likely be done in phases over several planting seasons. \$80,000 of the grant is allocated for tree purchases, and \$20,000 is allocated to reimburse in-house labor costs.
- vi. Grant Performance Period: Contract execution date – 10/1/27
- vii. Budget Line: Funds are available in H1019-52273 Tree planting (\$29,949), and H1022-52273 Tree Planting (\$25,000). As reimbursements are received, they will be put back into the capital budget lines to the extent that they are utilized.

3. Acceptance of Grant Award from the US Environmental Protection Agency under the State and Tribal Assistance Grant Program

- i. Grant Award: \$1,000,000
- ii. Local Match: \$250,000
- iii. Grant Type: Reimbursement
- iv. Grant Award #: CG-96233023
- v. Project Description: To fund the rehabilitation/replacement of the City’s drinking water sand filtration tanks located at the Water Purification Plant.
- vi. Grant Performance Period: 3/1/24 – 12/31/26
- vii. Budget Line: Funds are available in H2022-53103 High Pressure Filter Rehab (\$118,684 remaining from the original \$250,000 local match borrowed), and H2025-53103 High Pressure Filter Rehab (\$1,000,000). As reimbursements are received, they will be used to pay down capital project debt.

4. Acceptance of Grant Award from the US Dept. of Energy under the Energy Efficiency and Conservation Block Grant Program

- i. Grant Award: \$76,100
- ii. Local Match: none
- iii. Grant Type: Reimbursement
- iv. Grant Award #: IA-0000001069
- v. Project Description: To fund the replacement of outdoor lighting fixtures at various locations throughout the City. Installation will be performed by the City’s Street Lighting Maintenance Contractor. Approximately 133 lighting fixtures will be upgraded to LED technology. This project is estimated to reduce electric consumption by 127,546 kilowatt-hours per year and decrease the City’s electric bill by approximately \$31,886 annually. This grant will be combined with a \$15,000 NYSERDA grant to fund this project.

- vi. Grant Performance Period: 8/22/24 – 8/22/26
- vii. Budget Line: Funds are available in A1490.54447 (Street Lighting) \$263,220.70. As reimbursements are received, they will be put back into the budget line.

5. Amendment to the General Fund Budget

- i. Description: The City has been awarded a \$76,100 grant from the U.S. Department of Energy, and a \$15,000 grant from the New York State Energy Research Development Association (NYSERDA), which will be combined together for a total of \$91,100 to be used to replace outdoor lighting fixtures at various locations throughout the City. A budget amendment is required:
- ii. Budget Amendment: Increase estimated appropriations in A1490.54447 (Street Lighting) by \$91,100.

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this ____ day of _____, 2024 by and between the City of Long Beach, New York (the "City") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond and note financings (the "Issue"), undertaken by City during the term of this Agreement.

- 1.01 Review legal, financial, economic and other information necessary for CMA to advise the City in planning, structuring and completing each Issue undertaken by the City.
- 1.02 Discuss plan of financing including funding requirements and structuring alternatives, given local resources, market conditions, budgetary constraints, future capital needs and such other matters as the City and CMA deem relevant.
- 1.03 Make presentations to the City Council and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the City's request.
- 1.04 Prepare or assist in the preparation of financing documents, as required by the City, including but not limited to: Official Statement, Notice of Sale and Bid Sheet, request for a credit rating, request for municipal bond insurance (if necessary), DTC Letter of Representations and debt statement.
- 1.05 Upon the request of the City, CMA will assist the City in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, escrow agent, verification and financial printer, if appropriate.
- 1.06 Prepare and maintain a financing schedule, cost of issuance for refunding transactions and take such other actions requested by the City to efficiently manage each Issue.
- 1.07 Post the sale documents on CMA's website, send an email to prospective bidders and post notice in The Bond Buyer to market the Issue.
- 1.08 Participate in debt sale, confirm net interest cost calculation and make award recommendation.
- 1.09 Assist the City with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.10 Prepare and file required Continuing Disclosure and Material Event Notice Filing Pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934.

Capital Markets Advisors, LLC

Independent Financial Advisors

Section 2 Compensation

2.01 For CMA's performance of services on behalf of the City as described in Section 1 hereof, CMA's fees, some of which are contingent on a financing closing or its size, will be as follows:

- For new money bond issues: a base fee of \$11,000 plus \$0.95 per \$1,000 of bonds issued
- For note issues: a base fee of \$5,500 plus \$0.40 per \$1,000 of notes issued
- For capital lease issues: a base fee of \$6,500 plus \$0.55 per \$1,000 of lease debt issued
- For refunding bond issues: a base fee of \$21,500 plus \$1.20 per \$1,000 of bonds issued
- For Continuing Disclosure Services as required by the SEC: \$2,700 annually
- For services unrelated to a bond or note issuance: an hourly fee of \$200 per hour

2.02 The City will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.

2.03 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to June 30, 2025.

Section 4 Responsibilities of Parties

CMA does not assume the responsibilities of the City, nor the responsibilities of the other professionals and vendors representing the City, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the City. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the City. Information obtained by CMA, either through its own efforts or provided by the City, included in the financing documents, or otherwise provided to the City, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA.

Section 5 Required Regulatory Disclosure

Municipal Advisor Regulators

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and

Capital Markets Advisors, LLC

Independent Financial Advisors

Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

Conflicts of Interest Disclosure

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- A municipal advisor, including CMA, that is compensated via a contingency fee agreement, has a material conflict of interest arising from compensation for municipal advisory activities performed that are contingent on the size or closing of such transaction for which it is providing advice. This conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close. Contingency fee agreements are not uncommon or illegal, but the inherent, material conflict of interest that results from such an agreement must be disclosed to the client.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA and two of its Associated Persons are currently subject to a legal event that could be material to a client's evaluation of the Firm.

Capital Markets Advisors, LLC

Independent Financial Advisors

- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).
- CMA has made a legal event disclosure on its Form MA and two of its Associated Persons' Form MA-I's filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

Section 6 Independent Contractor

CMA hereby acknowledges and agrees that its status under this Agreement will be that of an independent contractor. CMA and its officers, agents and employees shall not represent themselves as City employees to any third party, nor shall they make any claim to the City, or to any other person or entity, for benefits or privileges granted to City employees, including but not limited to, Unemployment and Workers Compensation benefits. CMA further acknowledges and agrees that the City shall not take any deductions or withholdings from CMA's compensation to pay federal or state taxes, or any other assessment, cost, expense or obligation which CMA or its officers, employees or agents may incur as a result of CMA receiving compensation pursuant to this agreement.

Section 7 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

Section 8 Modification and Termination

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth on the first page hereof.

Capital Markets Advisors, LLC

Richard Tortora

Richard Tortora
President

City of Long Beach, New York

By: _____

Name: _____

Title: _____

#9



Jaime Roman
City Of Long Beach
Information Technology Department
1 West Chester Street
Long Beach, NY 11561
(516) 431-1000 x7247 • Fax: (516) 431-1027
E-Mail : jroman@longbeachny.org

October 4, 2024

TO: Corporation Counsel

RE: Renewal of Barracuda Email Protection and Backup services

I am requesting that we renew our subscription for Barracuda Email Protection services and Backup cloud services.

Our email protection premium plus subscription is calculated per user/per month and includes the following features:

PREVENT THREATS:

- Spam and Malware Protection
- Attachment Protection
- Link Protection
- Email Continuity
- Account Takeover Protection
- Phishing and Impersonation Protection
- Domain Fraud Protection
- Web Security
- Zero Trust Access for Microsoft 365

DETECT AND RESPOND:

- Automatic Remediation
- SIEM/SOAR/XDR Integration
- Threat Hunting and Response
- Automated Workflows
- Attack Simulation
- Security Awareness Training

SECURE DATA, ENSURE COMPLIANCE:

- Email Encryption
- Data Loss Prevention
- Cloud Archiving
- Cloud-to-Cloud Backup
- Data Inspector™

The renewal will cost \$25,164.00. That is \$9.32 per user (225), per month. We are purchasing off of Sourcewell contract RFP# 121923 through GovConnection. We have budgeted for this amount and it is located in A1680-54445 Maintenance Contracts.

In addition, we will be renewing our Barracuda Backup Cloud services as well. Last year we replaced the physical appliance, so this year we will only be paying for the services that provide the cloud resources, support and updates.

The following services are being purchased:

- Unlimited Cloud Storage for the 790 allows us to replicate all the data on the appliance to the cloud, which provides for disaster recovery
- Energizer updates for the 790 keeps the appliance current and up to date.
- Instant replacement allows for instant replacement of the device at no additional cost if the device were to fail completely at any point in time.

The total cost for these services is \$12,204 for the year. These services are also being purchased off of Sourcewell RFP# 121923 through GovConnection. This amount has also been budgeted for and is located in A1680-54445.

Let me know if further information is required.

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Jon McClure
Phone: (800) 800-0019 ext. 75010
Fax: (603) 683-0312
Email: jonathan.mcclure@connection.com

25675514.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 9/3/2024
Valid Through: 10/3/2024
Account #: 6020410

Customer Contact: Jaime Roman
Email: jroman@longbeachny.gov

Phone: (516) 431-1000 x7247
Fax: (516) 431-1027

QUOTE PROVIDED TO: AB#: 1249116 CITY OF LONG BEACH ACCOUNTS PAYABLE 1 WEST CHESTER ST LONG BEACH, NY 11561 US (516) 431-1000	SHIP TO: AB#: 7849734 CITY OF LONG BEACH INFORMATION TECHNOLOGY 1 WEST CHESTER ST LONG BEACH, NY 11561 US (516) 431-1000
--	--

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	SOURCEWELL #121923

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				2090010 11/17/24 11/16/25			\$ -
2	12	37526954	BBS790A-B	1-Month Unlimited Cloud Storage for Backup Server 790 Barracuda	Barracuda	\$ 559.00	\$ 6,708.00
3	12	37526962	BBS790A-E	Energize Updates for Backup Server 790 Barracuda	Barracuda	\$ 208.00	\$ 2,496.00
4	12	37526971	BBS790A-H	Instant Replacement for Backup Server 790 Barracuda	Barracuda	\$ 250.00	\$ 3,000.00
5				1477545 11/17/24 11/16/25			\$ -
6	2,700	41370648	EP-PremPlus-Usr -1M	Email Protection, Premium Plus, per User, 1 Month Barracuda	Barracuda	\$ 9.32	\$ 25,164.00
Subtotal							\$ 37,368.00
Fee							\$ 0.00
Shipping and Handling							\$ 0.00
Tax							Exempt
Total							\$ 37,368.00



ORDERING INFORMATION
GovConnection, Inc. DBA Connection
SOURCEWELL Contract # 121923
Contract Expiration: 27 February 2028

Please contact your account manager with questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
PO Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Notice on Tariff Tax Impacts: Please be aware that the pricing shown in this quote is potentially subject to change at time of order placement due Federal Government tax law changes resulting in increases in Tariff's assessed on imports and exports, which are outside our control and the control of our suppliers. Please confirm pricing with your Account Manager prior to order placement. We apologize for this inconvenience.

Please forward your Contract or Purchase Order to: SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

#11



City of Long Beach

INTEROFFICE MEMO

To: Daniel Creighton, City Manager
Frank Dikranis, Corporation Counsel
Inna Reznik, City Comptroller

From: Russell Darress, City Engineer *RD*

Subject: **Request for City Council Resolution – Amend the Contract for Critical Infrastructure Flood Protection Project**

Date: October 8, 2024

Pursuant to Resolution No. 104/14, duly adopted by the City Council on August 5, 2014, the City awarded the original design/engineering services to D&B Engineers and Architects, P.C, 330 Crossways Park Drive, Woodbury, New York. Which was then amended on November 1, 2016 via Resolution No. 105/16 to include a complete re-design due to the inability to obtain permits for the originally conceived project from the USACOE and NYSDEC. D&B Engineers and Architects P.C.'s contract was amended again under Resolution No. 197/22 to include design scope changes to the bulkhead alignment and utility company coordination. Due to these scope changes the project's construction schedule in turn was extended an additional nine (9) months. The extension of the construction schedule resulted in an increase in construction administration and inspection effects for D&B.

Furthermore, the project to date has encountered additional unforeseen delays regarding the various utility company's (LIRR, National Grid, PSEG and Verizon) inability to locate their existing facilities. Resulting in multiple re-designs of various locations along the bulkhead where each utility is located. These delays have resulted in an anticipated project completion date of December 2025, 14 months after the original contract completion date of October 2024. To effectively cover the anticipated addition level of construction administration and inspection required, additional funding is being requested as follows:

Construction Administration \$496,271.00
Construction Inspection: \$388,012.00
Additional Funds Requested: \$884,283.00

Funding for this work is available from budget line: H1021.52298 (Flood Protection Infrastructure)

cc: Steven Pambianchi, Dep, Corporation Counsel