1.
Rules Public Notice
Documents:

5-22-17 RULES PUBLIC NOTICE.doc

2.
Legislative Calendar
Documents:

5-22-2017.doc

3.
Proposed Ordinance
Documents:

PROPOSED ORD. 64-17.pdf
PROPOSED ORD. 65-17.pdf
PROPOSED ORD. 66-17.pdf
PROPOSED ORD. 67-17.pdf
PROPOSED ORD. 68-17.pdf
PROPOSED ORD. 69-17.pdf
PROPOSED ORD. 70-17.pdf
PROPOSED ORD. 71-17.pdf
PROPOSED ORD 57-17.pdf
PROPOSED ORD. 35-17.pdf
PROPOSED ORD. 51-17.pdf
PROPOSED ORD. 52-17.pdf
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PROPOSED ORD. 60-17.pdf
PROPOSED ORD. 61-17.pdf
PROPOSED ORD. 62-17.pdf
PROPOSED ORD. 63-17.pdf

3.I.
Appendix A
Documents:

APPENDIX A FOR PROPOSED ORD. 56-17.pdf
APPENDIX A FOR PROPOSED ORD. 57-17.pdf
APPENDIX A FOR PROPOSED ORD. 58-17.pdf
APPENDIX A FOR PROPOSED ORD. 59-17.pdf
APPENDIX A FOR PROPOSED ORD. 60-17.pdf

APPENDIX A FOR PROPOSED ORD. 61-17.pdf
APPENDIX A FOR PROPOSED ORD. 62-17.pdf
APPENDIX A FOR PROPOSED ORD. 51-17.pdf
APPENDIX A FOR PROPOSED ORD. 52-17.pdf
APPENDIX A FOR PROPOSED ORD. 53-17.pdf
APPENDIX A FOR PROPOSED ORD. 54-17.pdf
APPENDIX A FOR PROPOSED ORD. 55-17.pdf

4.
Rules Agenda
Documents:

A-20-17 NCWEB.pdf
E-126-17 NCWRB.pdf
E-127-17 NCWEB.pdf
E-128-17 NCWEB.pdf
E-129-17 NCWEB.pdf
E-131-17 NCWEB.pdf
E-133-17 ADDITIONAL BACKUP NCWEB.pdf
E-133-17 NCWEB.pdf
E-134-17 ADDITIONAL BACKUP NCWEB.pdf
E-134-17 NCWEB.pdf
U-15-17 NCWEB.pdf
U-28-17 NCWEB.pdf
U-29-17 NCWEB.pdf

4.I.
Rules Agenda
Documents:

R-5-22-17.pdf

5.
Rules Addendum
Documents:

R-5-22-17 ADDENDUM.pdf

6.
RECONVENED MEETING
Documents:

5-22-2017 reconvened. doc.pdf

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE

WILL RECONVENE

THE MEETING OF MAY 22, 2017

ON

JUNE 5, 2017 AT 1:00 PM

IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501

Michael C. Pulitzer
Clerk of the Legislature
Nassau County, New York

DATED: May 26, 2017
Mineola, NY

As per the Nassau County Fire Marshal's Office, the Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

PUBLIC NOTICE

PLEASE TAKE NOTICE THAT

THE NASSAU COUNTY LEGISLATURE WILL HOLD A MEETING OF THE RULES COMMITTEE

ON

MONDAY, MAY 22, 2017 AT 1:00 P.M.

IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501

MICHAEL C. PULITZER
Clerk of the Legislature
Nassau County, New York

DATED: May 15, 2017
Mineola, NY

As per the Nassau County Fire Marshall's Office, the Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. **Public comment is limited to Agenda items.** The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

L E G I S L A T I V E C A L E N D A R

NASSAU COUNTY LEGISLATURE — MINEOLA, NEW YORK
EIGHTEENTH MEETING — MAY 22, 2017 1:00 P.M.
FIFTH MEETING OF 2017

THE NASSAU COUNTY LEGISLATURE IS COMMITTED TO MAKING ITS PUBLIC MEETING ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF, DUE TO A DISABILITY, YOU NEED AN ACCOMMODATION OR ASSISTANCE TO PARTICIPATE IN THE PUBLIC MEETING OR TO OBTAIN A COPY OF THE TRANSCRIPT OF THE PUBLIC HEARING IN AN ALTERNATIVE FORMAT IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT THE OFFICE OF THE CLERK OF THE LEGISLATURE AT 571-4252, OR THE NASSAU COUNTY OFFICE FOR THE PHYSICALLY CHALLENGED AT 227-7101 OR TDD TELEPHONE NO. 227-8989. AS PER THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER HAS A MAXIMUM OCCUPANCY OF 251 PEOPLE AND THE OUTER CHAMBER WHICH WILL STREAM THE MEETING LIVE, HAS A MAXIMUM OCCUPANCY OF 72. PASSES WILL BE DISTRIBUTED ON A FIRST COME FIRST SERVED BASIS BEGINNING ONE HALF HOUR BEFORE MEETING TIME.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON
http://www.nassaucountyny.gov/agencies/Legis/index.html.

1. **HEARING ON LOCAL LAW NO. -2017**

A LOCAL LAW TO PERMANENTLY DISQUALIFY FROM ANY COUNTY ELECTED OR APPOINTED OFFICE ANY PERSON THAT HAS BEEN CONVICTED OF A FELONY. 190-17(LE)

2. **PROPOSED LOCAL LAW NO. -2017**

A LOCAL LAW TO PERMANENTLY DISQUALIFY FROM ANY COUNTY ELECTED OR APPOINTED OFFICE ANY PERSON THAT HAS BEEN CONVICTED OF A FELONY. 190-17(LE)

3. **RESOLUTION NO. 93-2017**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, ANTOINE TAYLOR, AS SET FORTH IN THE ACTION ENTITLED TAYLOR V. THE COUNTY OF NASSAU, et al., PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 8-17(AT)

4. **ORDINANCE NO. 35-2017**

AN ORDINANCE TO REGULATE COUNTY RIGHTS-OF-WAY IN RELATION TO UTILITIES. 129-17(LE)

5. **ORDINANCE NO. 51-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,300,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 473-16(PW)

6. **ORDINANCE NO. 52-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,400,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 423-16(PW)

7. **ORDINANCE NO. 53-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $21,250,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 259-16(PW)

8. **ORDINANCE NO. 54-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 437-16(PW)

9. **ORDINANCE NO. 55-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 438-16(PW)

10. **ORDINANCE NO. 56-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 440-16(PW)

11. **ORDINANCE NO. 57-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 441-16(PW)

12. **ORDINANCE NO. 58-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $357,811 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 444-16(PW)

13. **ORDINANCE NO. 59-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $750,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 465-16(PW)

14. **ORDINANCE NO. 60-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 466-16(PW)

15. **ORDINANCE NO. 61-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 468-16(PW)

16. **ORDINANCE NO. 62-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,700,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 469-16(PW)

17. **ORDINANCE NO. 63-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 164-17(OMB)

18. **ORDINANCE NO. 64-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS. 170-17(OMB)

19. **ORDINANCE NO. 65-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS. 171-17(OMB)

20. **ORDINANCE NO. 66-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE WITHIN TO RECONCILE THE COUNTY'S FINANCIAL RECORDS FOR THE BUDGET YEAR 2016. 175-17(OMB)

21. **ORDINANCE NO. 67-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND DEVELOPMENT. 194-17(OMB)

22. **ORDINANCE NO. 68-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 195-17(OMB)

23. **ORDINANCE NO. 69-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 196-17(OMB)

24. **ORDINANCE NO. 70-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 197-17(OMB)

25. **ORDINANCE NO. 71-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 198-17(OMB)

26. **RESOLUTION NO. 94-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY AND LONG ISLAND CRISIS CENTER. 166-17(DA)

27. **RESOLUTION NO. 95-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF FARMINGDALE IN RELATION TO A PROJECT TO UNDERTAKE A REVISED STUDY OF UNDERGROUND PLUME TO INSURE THE INTEGRITY OF THE UNDERGROUND WATER SYSTEM. 185-17(CE)

28. **RESOLUTION NO. 96-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE OYSTER BAY EAST NORWICH CENTRAL SCHOOL DISTRICT. 189-17(CE)

29. **RESOLUTION NO. 97-2017**

A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AGREEMENT BETWEEN THE COUNTY OF NASSAU, AS TENANT AND THE MASSAPEQUA UNION FREE SCHOOL DISTRICT, AS LANDLORD FOR USE BY THE NASSAU COUNTY POLICE DEPARTMENT. 186-17(PW)

30. **RESOLUTION NO. 98-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LONG ISLAND CHILDREN'S MUSEUM. 172-17(PK)

31. **RESOLUTION NO. 99-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE CORNELL COOPERATIVE EXTENSION NASSAU COUNTY. 184-17(PK)

32. **RESOLUTION NO. 67-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF VIVIAN PEREIRA TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 98-17(CE)

33. **RESOLUTION NO. 68-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF KENNETH HEINO TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 99-17(CE)

34. **RESOLUTION NO. 70-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF ARIE WEISSMAN TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 101-17(CE)

35. **RESOLUTION NO. 71-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S RE-APPOINTMENT OF IMMACULA OLIGARIO TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 108-17(CE)

36. **RESOLUTION NO. 72-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF SHIRLEY SHING TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 109-17(CE)

37. **RESOLUTION NO. 73-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S RE-APPOINTMENT OF SHARANJIT SINGH THIND TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 112-17(CE)

38. **RESOLUTION NO. 74-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF BOBBY KALOTEE TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 121-17(CE)

39. **RESOLUTION NO. 83-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S RE-APPOINTMENT OF WILLIAM MAHLAN TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 110-17(CE)

40. **RESOLUTION NO. 84-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S RE-APPOINTMENT OF ANGELA DAVIS TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 118-17(CE)

41. **RESOLUTION NO. 100-2017**

A RESOLUTION CONFIRMING THE REAPPOINTMENT OF LINDA H. GREEN AS A MEMBER OF THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES. 205-17(LE)

42. **RESOLUTION NO. 101-2017**

A RESOLUTION CONFIRMING THE REAPPOINTMENT OF DONNA TUMAN AS A MEMBER OF THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES. 206-17(LE)

43. **RESOLUTION NO. 102-2017**

A RESOLUTION CONFIRMING THE REAPPOINTMENT OF EDWARD POWERS AS A MEMBER OF THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES. 207-17(LE)

44. **RESOLUTION NO. 103-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF DONNA TUMAN TO THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES PURSUANT TO SECTION 6306 OF THE EDUCATION LAW. 187-17(CE)

45. **RESOLUTION NO. 104-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF EDWARD POWERS TO THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES PURSUANT TO SECTION 6306 OF THE EDUCATION LAW. 188-17(CE)

46. **RESOLUTION NO. 105-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF LINDA H. GREEN TO THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES PURSUANT TO SECTION 6306 OF THE EDUCATION LAW. 193-17(CE)

47. **RESOLUTION NO. 106-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF PHILLIP ELLIOTT TO THE CORRECTIONAL CENTER BOARD OF VISITORS PURSUANT TO SECTION 2004 OF THE NASSAU COUNTY CHARTER.
168-17 (CE)

48. **RESOLUTION NO. 107-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF ARTHUR WILLIAMS TO THE CORRECTIONAL CENTER BOARD OF VISITORS PURSUANT TO SECTION 2004 OF THE NASSAU COUNTY CHARTER.
208-17 (CE)

49. **RESOLUTION NO. 108-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF JOSEPH BENTIVEGNA TO THE VOCATIONAL EDUCATION EXTENSION BOARD PURSUANT TO SECTION 203 OF THE NASSAU COUNTY CHARTER AND 1101 OF THE EDUCATION LAW. 179-17(CE)

50. **RESOLUTION NO. 109-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF RAYMOND MAGUIRE TO THE VOCATIONAL EDUCATION EXTENSION BOARD PURSUANT TO SECTION 203 OF THE NASSAU COUNTY CHARTER AND 1101 OF THE EDUCATION LAW. 180-17(CE)

51. **RESOLUTION NO. 110-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF CHRISTOPHER SHELTON TO THE VOCATIONAL EDUCATION EXTENSION BOARD PURSUANT TO SECTION 203 OF THE NASSAU COUNTY CHARTER AND 1101 OF THE EDUCATION LAW. 181-17(CE)

52. **RESOLUTION NO. 111-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF PHILIP MALLOY JR. TO THE VOCATIONAL EDUCATION EXTENSION BOARD PURSUANT TO SECTION 203 OF THE NASSAU COUNTY CHARTER AND 1101 OF THE EDUCATION LAW. 182-17(CE)

53. **RESOLUTION NO. 112-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF DR. JOHN ZASO TO THE NASSAU COUNTY BOARD OF HEALTH PURSUANT TO SECTIONS 203 AND 902 OF THE NASSAU COUNTY CHARTER. 183-17(CE)

54. **RESOLUTION NO. 113-2017**

A RESOLUTION TO AUTHORIZE THE RELEASE OF THE SURETY BOND AND ESCROW DEPOSIT COVERING IMPROVEMENTS ON THE "THE MAP OF FAIRWAY ESTATES AT FARMINGDALE", SITUATED IN THE VILLAGE OF FARMINGDALE, TOWN OF OYSTER BAY, COUNTY OF NASSAU, NEW YORK. 157-17(PW/PL)

55. **RESOLUTION NO. 114-2017**

A RESOLUTION AUTHORIZING FUNDING THE BONDED INDEBTEDNESS RESERVE FUND. 178-17(OMB)

56. **RESOLUTION NO. 115-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 167-17(OMB)

57. **RESOLUTION NO. 116-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 174-17(OMB)

58. **RESOLUTION NO. 117-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 191-17(OMB)

59. **RESOLUTION NO. 118-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 192-17(OMB)

60. **RESOLUTION NO. 119-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 199-17(OMB)

61. **RESOLUTION NO. 120-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 200-17(OMB)

62. **RESOLUTION NO. 121-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 159-17(AS)

63. **RESOLUTION NO. 122-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 160-17(AS)

64. **RESOLUTION NO. 123-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 161-17(AS)

65. **RESOLUTION NO. 124-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 162-17(AS)

66. **RESOLUTION NO. 125-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 163-17(AS)

67. **RESOLUTION NO. 126-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 201-17(AS)

68. **RESOLUTION NO. 127-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 202-17(AS)

69. **RESOLUTION NO. 128-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 203-17(AS)

70. **RESOLUTION NO. 129-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE VILLAGE OF ROSLYN IN CONNECTION WITH THE 2006 ENVIRONMENTAL BOND ACT. 205-16(PK)

THE FOLLOWING ITEMS MAY BE UNTABLED

71. **ORDINANCE NO. 14-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $74,986,552 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 49-16(PW)

72. **ORDINANCE NO. 15-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $164,283,342.78 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 50-16(PW)

73. **RESOLUTION NO. 140-2016**

A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310(D) OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 306-16(AT)

74. **ORDINANCE NO. 17-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 103-17(PW)

NOTICE IS HEREBY GIVEN **that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.**

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and South Shore Child Guidance Association, Inc.
RE: Comm. Support/Art. 28 & 31. $1,021,967.00. ID# CQHS17000126.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Family & Children's Association. RE: OMH Grant. $20,449.00.
ID# CLHS16000061.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Nassau Suffolk Law Services Committee, Inc. RE: Advocacy/Support.
$212,624.00. ID# CQHS17000134.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and North Shore Child & Family Guidance Association, Inc.
RE: Community Based MH (Local Assistance). $50,100.00. ID# CQHS17000114.

County of Nassau acting on behalf of Human Services, Office for the Aging and The Salvation Army. RE: Home Delivered Meals (WIN). $65,876.00.
ID# CQHS16000030.

County of Nassau acting on behalf of Office of Community Development and Manorhaven Village. RE: CDBG. $200,000.00. ID# CLHI17000005.

County of Nassau acting on behalf of Office of Community Development and Family & Children's Association. RE: ESG/CDBG. $156,593.00. ID# CQHI16000015.

County of Nassau acting on behalf of Office of Community Development and LI Conservatory of Music. RE: CDBG. $35,000.00. ID# CQHI17000008.

County of Nassau acting on behalf of Office of Community Development and Hempstead Village. RE: CDBG. $.00 ID# CQHI17000004
County of Nassau acting on behalf of Social Services and Annie Marie Bryant.
RE: Adult Foster Home. $.03. ID# CQSS17000017.

County of Nassau acting on behalf of Social Services and Eunise Franklin.
RE: Adult Foster Home. $.03. ID# CQSS17000019.

County of Nassau acting on behalf of Social Services and Martine Debrosse-Campbell.
RE: Adult Foster Home. $.03. ID# CQSS16000044.

County of Nassau acting on behalf of Human Services, Office of Youth Services and Hempstead Hispanic Civic Association, Inc. RE: Youth Development. $32,770.00. ID# CQHS17000121.

County of Nassau acting on behalf of Parks, and Axis Security & Patrol.
RE: Professional. $15,000.00. ID# CLPK17000002.

County of Nassau acting on behalf of Social Services and Paulette Julien.
RE: Adult Foster Home. $.03. ID# CQSS17000016.

County of Nassau acting on behalf of Social Services and Economic Opportunity Commission (EOC) of Nassau County, Inc. RE: Employment Servcies. $150,813.00. ID# CLSS17000024.

County of Nassau acting on behalf of Social Services and Family & Children's Association (FCA). RE: Preventive Services. $409,342.00. ID# CLSS17000004.

County of Nassau acting on behalf Human Services and The Hispanic Brotherhood of Rockville Center, Inc. RE: Congregate Meals. $15,000.00. ID# CQHS17000037.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Family & Children's Association.
RE: Substance Abuse Treatment /Prevention. $41,994.00. ID# CLHS16000030.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and South Shore Child Guidance Association, Inc.
RE: Community Base MH (Local Assistance). $50,100.00. ID# CQHS17000125.

County of Nassau acting on behalf of Human Services, Office for the Aging and Catholic Charities of the Diocese of Rockville Centre.
RE: Congregate Meals/Family Caregiver. $661,457.00. ID# CQHS17000044.

County of Nassau acting on behalf of Human Services, Office for the Aging and Herricks Union Free School District. RE: Congregate Meals/Family Caregiver. $186,634.00. ID# CQHS17000043.

County of Nassau acting on behalf of Human Services – Office of Youth Services and Tempo Youth Services, Inc. RE: Youth Development. $30,875.00. ID# CQHS17000142.

County of Nassau acting on behalf of Human Services – Office of Youth Services and La Fuerza Unida. RE: Youth Development/Delinquency Program. $133,866.00. ID# CQHS17000145.

County of Nassau acting on behalf of Human Services – Office of Youth Services and Time Out Club of Hempstead, Inc. RE: Youth Development. $176,540.00. ID# CQHS17000160.

County of Nassau acting on behalf of Human Services – Office of Youth Services and Association for the Community Parent Center, Inc. RE: Youth Development. $10,000.00. ID# CQHS17000101.

County of Nassau acting on behalf of Office of Community Development and Malverne. Village. RE: CDBG. $50,000.00. ID# CQHI17000004.

County of Nassau acting on behalf of Office of Community Development and Community Mainstreaming Associates. RE: CDBG. $35,000.00. ID# CQHI17000010.

County of Nassau acting on behalf of Office of Community Development and Long Beach City. RE: CDBG. $404,000.00. ID# CQHI17000013.

THE NASSAU COUNTY LEGISLATURE

WILL CONVENE NEXT

COMMITTEE MEETINGS

MONDAY JUNE 5, 2017 at 1:00PM

AND

FULL LEGISLATURE MEETING

MONDAY JUNE 19, 2017 at 1:00PM

PROPOSED ORDINANCE NO. 64 –2017

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 18, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
17,643	Hotel/Motel Tax	GRT	PK	DE	17,643

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 65 –2017

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 18, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
154,546	Hotel/Motel Tax	GRT	PK	DE	154,546

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 66 - 2017

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE WITHIN TO RECONCILE THE COUNTY'S FINANCIAL RECORDS FOR THE BUDGET YEAR OF 2016.

WHEREAS, it has been determined that certain transfers are needed to close the fiscal year of 2016; and

WHEREAS, the County Executive, by communication dated April 18, 2017, addressed to the County Legislature, has advised that transfers of appropriations heretofore made and supplemental appropriations are required; and

WHEREAS, this transfer has been reviewed and approved by the Office of Management and Budget and the Office of the County Executive; and

WHEREAS, the said transfer is known as BT-Year End 2016 as follows:

BOARD TRANSFER- YEAR END 2016

General Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	**GEN-TR-10-87**	**OTHER EXPENSES**	**16,863,159.56**
	GEN-TR-10-87	**OTHER EXPENSES**	**2,738,640.74**
	GEN-BU-10-HD	**DEBT SERVICE CHARGEBACKS**	**3,609,039.00**
		TOTAL	**23,210,839.30**

	CODE	DESCRIPTION	AMOUNT
TO	**GEN-BU-30-AA**	**SALARIES**	**8,438,026.00**
	GEN-BU-10-HF	**INTERDEPARTMENTAL**	**1,202,189.36**
	GEN-CC-10-DE	**CONTRACTUAL SERVICES**	**1,200,163.45**
	GEN-PW-02-HF	**INTERDEPARTMENTAL CHARGES**	**984,907.00**
	GEN-BU-10-70	**RESIDENT TUITION**	**902,720.23**
	GEN-SS-76-TT	**PURCHASED SERVICES**	**856,104.95**
	GEN-BU-10-GA	**GOVERNMENT ASSISTANCE**	**749,201.00**
	GEN-CC-10-BB	**EQUIPMENT**	**387,511.60**
	GEN-BU-10-67	**BAR ASSOCIATION**	**348,989.24**
	GEN-PB-10-HF	**INTERDEPARTMENTAL CHARGES**	**343,538.78**
	GEN-HS-10-DD	**GENERAL EXPENSES**	**215,195.31**
	GEN-HE-51-HF	**INTERDEPARTMENTAL**	**178,636.00**
	GEN-IT-10-BB	**EQUIPMENT**	**148,705.83**
	GEN-HE-40-HF	**INTERDEPARTMENTAL CHARGES**	**141,360.00**

	GEN-CC-10-AC	WORKERS COMP	75,840.93
	GEN-PW-02-BB	EQUIPMENT	102,064.66
	GEN-PW-03-HF	INTERDEPARTMENTAL CHARGES	89,416.00
	GEN-BU-10-JA	RESERVE FOR CONTINGENCIES	89,331.00
	GEN-PK-10-DE	CONTRACTUAL SERVICES	80,991.38
	GEN-HE-20-HF	INTERDEPARTMENTAL CHARGES	53,544.00
	GEN-IT-10-DF	UTILITIES	42,972.83
	GEN-TV-10-DE	CONTRACTUAL SERVICES	38,595.81
	GEN-PW-03-BB	EQUIPMENT	36,873.15
	GEN-RM-10-BB	EQUIPMENT	31,957.53
	GEN-SS-10-DE	CONTRACTUAL SERVICES	31,541.38
	GEN-EL-20-DE	CONTRACTUAL SERVICES	18,641.65
	GEN-EL-30-DD	GENERAL EXPENSES	17,179.25
	GEN-PK-10-BB	EQUIPMENT	16,474.56
	GEN-PW-00-AA	SALARIES	8,313.49
	GEN-AT-10-DD	GENERAL EXPENSES	8,056.83
	GEN-PW-00-AC	WORKERS COMP	6,599.02
	GEN-TV-10-HF	INTERDEPARTMENTAL CHARGES	5,624.59
	GEN-PR-10-DD	GENERAL EXPENSES	4,077.48
	GEN-PB-10-BB	EQUIPMENT	3,701.31
	GEN-CL-10-BB	EQUIPMENT	2,729.32
	GEN-PK-20-BB	EQUIPMENT	1,384.64
	GEN-BU-10-LH	TRANSFER TO PDH	2,738,640.74
	GEN-BU-10-L5	TRANSFER TO BIF	3,609,039.00
		TOTAL	23,210,839.30

Police District Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	PDD-PD-20-AA	SALARIES	2,988,432.12
	PDD-PD-20-AA	SALARIES	14,273,773.00
	PDD-FB-20-AB	FRINGE BENEFITS	3,009,689.00
	PDD-PD-20-DD	GENERAL EXPENSES	1,308,606.00
	PDD-PD-20-DF	UTILITIES	338,622.00
	PDD-PD-20-BB	EQUIPMENT	153,114.00
		TOTAL	22,072,236.12

	CODE	DESCRIPTION	AMOUNT
TO	PDD-PD-20-HF	INTERDEPARTMENTAL CHARGES	1,877,570.00
	PDD-PD-20-DE	CONTRACTUAL	647,183.46
	PDD-PD-20-AC	WORKERS COMP	463,678.66
	PDD-PD-20-L3	TRANSFER TO LIT	6,000,000.00
	PDD-PD-20-L6	TRANSFER TO EBF	13,083,804.00
		TOTAL	22,072,236.12

Police Headquarters Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	PDH-FB-30-AB	FRINGE BENEFITS	136,434.83
	PDH-PD-10-AC	WORKERS COMP	360,153.42
	PDH-PD-10-BB	EQUIPMENT	20,134.02
	PDH-PD-10-DD	GENERAL EXPENSES	38,912.16
	PDH-PD-10-HH	INTERFUNDS CHARGES	16,960.70
		TOTAL	572,595.13

	CODE	DESCRIPTION	AMOUNT
TO	PDH-PD-10-DF	UTILITIES	121,377.16
	PDH-PD-10-AA	SALARIES	242,925.42
	PDH-PD-10-DE	CONTRACTUAL	208,292.55
		TOTAL	572,595.13

Fire Commission Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	FCF-FC-10-AA	SALARIES	45,855.77
	FCF-FC-10-AA	SALARIES	1,209,143.49
	FCF-FB-40-AB	FRINGE BENEFITS	270,653.53
	FCF-FC-10-AB	FRINGE BENEFITS	996.81
	FCF-FC-10-BB	EQUIPMENT	3,449.68
	FCF-FC-10-DD	GENERAL EXPENSES	103,577.96
	FCF-FC-10-DE	CONTRACTUAL EXPENSE	141,769.99
	FCF-FC-10-HD	DEBT SERVICE CHARGEBACKS	13,599.00
		TOTAL	1,789,046.23

	CODE	DESCRIPTION	AMOUNT
TO	FCF-FC-10-HF	INTERDEPARTMENTAL CHARGES	36,119.00
	FCF-FC-10-HH	INTERFUND CHARGES	9,736.77
	FCF-FC-10-LB	TRANSFER TO GENERAL FUND	1,743,190.46
		TOTAL	1,789,046.23

Sewer and Storm Water District Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	SSW-PW-50-HH	INTERFUNDS	3,398,691.54

	CODE	DESCRIPTION	AMOUNT
TO	SSW-PW-50-AA	SALARIES	2,005,922.91
	SSW-PW-50-AB	FRINGE BENEFITS	803,361.02
	SSW-PW-50-DE	CONTRACTUAL SERVICES	589,407.61
		TOTAL	3,398,691.54

and

WHEREAS, the said transfer of appropriations and supplemental appropriations is recommended by the County Executive in said communication and is within the scope of Section 307 of the County Government Law of Nassau County; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. The County Legislature does also hereby authorize the said transfer of appropriations heretofore made in order to close fiscal year 2016, as hereinabove set forth; and

§2. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

BACO16000001 AND BACO16000002

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
2,738,640.74	General Fund of Police Headquarters	PDH	PD10	HF	2,280,902
		PDH	PD10	HD	322,995
		PDH	PD10	DF	134,743.74
	TOTAL:				**2,738,640.74**
428,078.12	Salaries, Fringes, Equipment, General Expenses and Debt Service Charge Backs	FCF	FC10	BH	364,851.24
		FCF	FC10	BH	26,250
		FCF	FC10	SA	36,976.88
	TOTAL:				**428,078.12**

§4. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§5. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§6. This ordinance shall take effect immediately.

EDWARD P. MANGANO
County Executive

COUNTY OF NASSAU
OFFICE OF THE NASSAU COUNTY EXECUTIVE
1550 Franklin Avenue
Mineola, New York 11501

RECOMMENDATION OF COUNTY EXECUTIVE FOR TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016

April 18, 2017

COUNTY LEGISLATURE
NASSAU COUNTY
THEODORE ROOSEVELT EXECUTIVE & LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE
MINEOLA, NEW YORK

HONORABLE MEMBERS:

A transfer of appropriations heretofore made has been requested in order to close fiscal year 2016. This transfer has been reviewed with the Office of Management and Budget.

The said transfer is known as BT-YEAR END 2016.

Therefore, and pursuant to Section 307 of the County Government Law of Nassau County, I recommend that you adopt an ordinance authorizing the said transfer of appropriations heretofore in order to close fiscal year 2016.

Very truly yours,

EDWARD P. MANGANO
County Executive
Nassau County

PROPOSED ORDINANCE NO. 67 –2017

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND DEVELOPMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 28, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
1,949,000	New York State Housing and Community Renewal/ United States Department of Housing & Urban Development	GRT	HI	AA	1,200,000
		GRT	HI	AB	512,000
		GRT	HI	BB	2,000
		GRT	HI	DD	50,000
		GRT	HI	DE	15,000
		GRT	HI	HH	170,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing

Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 68 –2017

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 27, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
100,000	New York State Office of Homeland Security	GRT	PD	AA	22,189
		GRT	PD	AB	5,811
		GRT	PD	BB	72,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 69 –2017

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 27, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
50,000	New York State Office of Homeland Security	GRT	PD	AA	39,623
		GRT	PD	AB	10,377

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part

617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. –2017

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 28, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
204,451	New York State of Criminal Justice Services	GRT	PB	AA	136,165
		GRT	PB	AB	20,466
		GRT	PB	BB	1,000
		GRT	PB	DD	10,320
		GRT	PB	DE	36,500

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 71 –2017

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated April 27, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
50,000	New York State Office of Homeland Security	GRT	PD	BB	50,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 57- 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $500,000 which shall be financed with the proceeds from the issuance of $500,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $500,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $500,000. The plan of financing includes $500,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $500,000 bonds authorized pursuant to this ordinance are to be issued is: fifteen (15) for $500,000 thereof, pursuant to subdivisions 91, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

APPENDIX A

PROPOSED ORDINANCE NO. 35-2017

AN ORDINANCE TO REGULATE COUNTY RIGHTS-OF-WAY IN RELATION TO UTILITIES

WHEREAS, public rights-of-way subject to the jurisdiction and control of the County of Nassau: (1) are critical to the travel of Permittees and the transport of goods and other tangibles in the business and social life of the community and all citizens; (2) are a unique and physically limited resource and proper management by the County of Nassau is necessary to maximize efficiency, minimize the cost to the taxpayers of the foregoing uses, and to minimize the inconvenience to and negative effects upon the public from the installation, maintenance and removal of facilities and equipment in the public rights-of-way; and (3) are intended for public uses and must be managed and controlled consistently with that intent; and

WHEREAS, it is the intent of this Legislature to exercise its authority to adopt rules and regulations with respect to the management of the public rights-of-way to the fullest extent allowed by Federal and State law; now, therefore

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. Definitions

For the purposes of this Ordinance, the following terms shall have the following meanings:

a. "Abandonment" shall mean the permanent cessation of all uses of plant and equipment located in a County Right-of-Way.
b. "Commissioner" shall mean the Commissioner of the Department of Public Works.
c. "County" shall mean County of Nassau.

d. “County Rights-of-Way” shall mean a public right-of-way, public utility easement, highway, street, bridge, tunnel, alley or sidewalk for which the County of Nassau is the authority that has jurisdiction and control and may lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface. “County Rights-of Way” shall not include private property.

e. “Damaged Pole” shall mean any utility pole that may be structurally compromised and poses a potential threat to public safety.

f. “Department of Public Works” shall mean the Nassau County Department of Public Works.

g. “Double Pole” shall mean any utility pole that is located directly next to or in close proximity to another utility pole.

h. “Emergency” shall mean a condition that affects the public’s health, safety or welfare, and includes an unplanned out-of-service condition of pre-existing plant or equipment. Permittee shall, within seventy-two (72) hours of the identification of an emergency, provide written notice to the Department of Public Works of the emergency response and the placement or maintenance of plant or equipment in a County Right-of-Way as a result of the emergency.

i. “Place or maintain” or “placement or maintenance” or “placing or maintaining” shall mean to exercise physical control over, erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate.

j. “Plant” or “Equipment” shall mean any permanent or temporary plant, equipment, utility pole or other property placed or maintained or to be placed or maintained in the

County Rights-of-Way and used for the transmission or to facilitate the transmission of electricity, or voice, data, audio, video or any other information.

k. "Permittee" or "Entity" shall mean any person, association of persons, corporations, municipal corporations, or other legal entity that has placed plant or equipment in any County Right-of Way.

l. "Utility Pole" shall mean a column or post used to support service lines for a Permittee.

§2. Placement or Maintenance of Plant or Equipment in County Rights-of-Way

a. A Permittee shall not commence to place plant or equipment in a County Right-of-Way until all applicable permits have been issued by the Nassau County Department of Public Works or other appropriate authority, except in the case of an Emergency.

b. No permit shall be required to remedy Emergency conditions; however, Permittees shall be responsible for the restoration of County Rights-of-Way to the extent required by this Ordinance.

c. With respect to permit applications to place new or replace existing plant or equipment in County Rights-of-Way, the Permittee shall provide the following:

    1. The location and specifications of the proposed plant or equipment, including a description of the work to be performed;
    2. A description of the manner in which the plant or equipment will be installed detailing anticipated construction methods and techniques;
    3. A maintenance of traffic plan for any disruption of the County Rights-of-Way;
    4. A description of the plan to restore the County Right-of-Way including construction details in conformance to Nassau County standards and specifications;

5. The timetable for construction of the project or each phase thereof, including restoration of the County Right-of-Way;
6. Information as to anticipated disruptions in services provided by the Permittee as a result of the proposed work;
7. Such additional information as the Department of Public Works finds reasonably necessary with respect to the placement and maintenance of the plant or equipment that is the subject of the permit application to review such permit application.

d. To the extent not otherwise prohibited by State or Federal Law, the Department of Public Works shall have the power to impose terms and conditions with respect to the issuance of any permit issued pursuant to this Ordinance.

e. To the extent not otherwise prohibited by State or Federal law, the Department of Public Works shall have the power to prohibit or limit the placement of new or additional plant or equipment within a particular area of County Rights-of-Way.

f. All plant and equipment shall be placed or maintained so as not to unreasonably interfere with County and other municipal public safety systems, the use of the County Rights-of-Way by the public and with the rights and convenience of property owners who adjoin any of the County Rights-of-Way.

g. After completion of any placement or maintenance of plant or equipment in County Rights-of-Way, a Permittee shall, at its own expense, restore the County Right-of-Way to its original condition before such work, in conformance to Nassau County standards and specifications. If the Permittee fails to make such restoration within thirty (30) days, or such longer period as may be agreed to by the Commissioner, following the

completion of such placement or maintenance, the Department of Public Works may perform the restoration, and Permittee shall be liable for all costs and expenses, including administrative expenses incurred by Nassau County, in connection with such restoration. Such costs and expenses may be recovered by the County from any Construction Bond or Security Fund required by the Department of Public Works. For twelve (12) months following the original completion of the work, the Permittee shall guarantee its restoration work and shall correct any restoration work that does not satisfy the requirements of the Ordinance at its own expense. Failure to make such restoration within thirty (30) days, or such longer period as may be granted by the Commissioner shall subject the Permittee to the penalties described herein.

h. The Department of Public Works may promulgate reasonable rules and regulations concerning the placement or maintenance of plant and equipment in County Rights-of-Way consistent with this Ordinance and other applicable law.

i. A permit from the Department of Public Works constitutes authorization to undertake only certain activities in County Rights-of-Way in accordance with this Ordinance, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the County Right-of-Way, nor does it relieve the Permittee of its duty to obtain all other necessary permits, licenses and authority and to comply with all other applicable laws, rules and regulations.

§3. Suspension of Permits

a. The Department of Public Works may suspend a permit without a fee refund for work in the County Rights-of-Way for one or more of the following reasons:

1. Violation of permit conditions, this Ordinance, the rules and regulations promulgated by the Commissioner pursuant to this Ordinance, or any other applicable Nassau County ordinances, laws, rules or regulations governing the placement or maintenance of Plant or Equipment in the County Rights-of-Way;
2. Misrepresentation or fraud by Permittee in a permit application to Nassau County; or
3. Failure to properly register with the Nassau County Department of Public Works.

§4. Indemnification

a. A Permittee shall, at its sole cost and expense, indemnify, hold harmless, and defend the County, its officials, boards, members, agents, and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the County arising out of the placement or maintenance of plant or equipment in County Rights-of-Way, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this Ordinance, provided, however, that a Permittee's obligation hereunder shall not extend to any claims caused by the negligence, gross negligence or willful acts of the County. This provision includes, but is not limited to, the County's reasonable attorneys' fees incurred in defending against any such claim, suit or proceeding. The County shall notify the Permittee, in writing, within a reasonable time of the County receiving notice, of any issue it determines may require indemnification. Nothing in this Section shall prohibit the County from participating in the defense of any litigation by its own counsel and at its own cost if in the County's reasonable belief there exists or may exist a conflict, potential conflict or appearance of conflict.

b. The indemnification provisions of this Ordinance shall survive and be in effect after the termination or cancellation of a Registration or permit.

§5. Construction Bond

a. Prior to issuing a permit where the work under the permit will require restoration of County Right-of-Way, the Department of Public Works may, at its sole discretion, require a construction bond, other surety and/or cash escrow, as a condition to granting such permit, to secure the restoration of the County Right-of-Way.

b. The rights reserved by the County with respect to any construction bond or cash escrow established pursuant to this Ordinance are in addition to all other rights and remedies the County may have under this Ordinance, or at law or equity.

c. The rights reserved to the County under this Ordinance are in addition to all other rights of the County, whether reserved in this Ordinance, or authorized by other law, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the County may have.

§6. Security Fund

a. As a condition to the granting of any Permit, Permittees may be required to file with the County an annual bond, cash deposit or irrevocable letter of credit in a sum to be determined by the Department of Public Works having as surety a company qualified to do business in the State of New York, and acceptable to the Commissioner of the Department of Public Works, which shall be referred to as the "Security Fund". The Security Fund shall be maintained until the transfer, sale, assignment, or removal of all plant or equipment located in County Rights-of-Way.

b. The Security Fund shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the Permittee's full and faithful performance at all times. In the event a Permittee fails to perform its duties and obligations imposed upon the Permittee by the provisions of this Ordinance, there shall be recoverable, jointly and severally from the principal and surety of the Security Fund, any damage or loss suffered by the County as a result, including the full amount of any compensation, indemnification or cost of removal, relocation or abandonment of the plant or equipment in County Rights-of-Way, plus a reasonable allowance for attorneys' fees and administrative expenses. Notwithstanding the foregoing, the Department of Public Works may, in its discretion, not require a Security Fund or may accept a corporate guarantee of the Permittee or its parent company.

§7. Removal of Plant or Equipment from a County Right of Way

To the extent not otherwise prohibited by State or Federal law, the Department of Public Works shall have the power to require the removal of plant or equipment from a County Right-of-Way. Failure to remove any plant and equipment if required by the Department of Public Works within a time period specified by the Department of Public Works may result in penalties provided for in §14 of this Ordinance.

§8. Double Poles and Damaged Poles

a. Double Poles

1. When the Department of Public Works issues a permit for the installation of a utility pole that is directly next to or in close proximity to another utility pole in

a County Right-of-Way, the Permittee shall within five days of the issuance of the permit notify any other entity that has plant or equipment on that utility pole that such entity has thirty (30) days to remove such plant or equipment from the pole that is to be replaced. Such notification shall be provided to the Department of Public Works. Any entity receiving such notification shall provide written notice to the Department of Public Works upon the removal of its plant and equipment. The last entity to remove such plant or equipment shall remove the utility pole that is to be replaced within thirty (30) days of the expiration of the period to remove plant or equipment.

2. The Permittee shall notify the Department of Public Works of any entity that has failed to remove such plant and equipment within the required thirty (30) days of notification. Failure to remove any plant and equipment from the pole that is to be replaced pursuant to this section may result in penalties provided for in §14 of this Ordinance.

3. Any Permittee that submits proof to the Department of Public Works that its failure to remove its plant and equipment from the utility pole that is to be replaced was due to the failure of another entity to remove its plant and equipment from that pole shall not be liable for any penalty and such Permittee's thirty (30) day deadline to remove plant or equipment shall be tolled until the interfering plant and equipment is removed by such other entity. However, any entity that due to its placement of plant or equipment on the utility pole that is to be replaced prohibits or interferes with any other entity

from the removal of its plant and equipment or from the removal of the pole shall be liable for double the penalty provided for in §14 of this Ordinance.

4. Failure to remove the utility pole that is to be replaced and any plant and equipment that is located on such pole may result in penalties provided for in §14 of this Ordinance.

b. Damaged Poles

1. When the Department of Public Works determines that a utility pole in a County Right-of-Way may be damaged and pose a potential threat to public safety, the Department of Public Works shall notify the Permittee, in writing, that it must be removed and replaced within seventy-two hours, or such longer period as may be agreed to by the Commissioner.
2. Failure to remove the pole that is to be replaced and any plant and equipment that is located on such pole may result in penalties provided for in §14 of this Ordinance.

§9. Abandonment of Plant or Equipment

a. Upon Abandonment of plant or equipment owned by a Permittee in County Rights-of-Way, the Permittee shall notify the County within seventy-two (72) hours.
b. Upon Abandonment of plant or equipment owned by a Permittee in County Rights-of-Way, the Permittee shall remove such plant and equipment within thirty (30) days.
c. The County may direct the Permittee, by written notice, to remove all or a portion of such abandoned plant or equipment at the Permittee's sole expense.

d. If the Permittee fails to remove all or any portion of abandoned plant or equipment as directed by the County within a reasonable time period as may be required by the County under the circumstances, the County may perform such removal and charge double the cost of the removal against the Permittee.

e. Failure to notify the County of abandoned plant and equipment shall constitute a violation of this Ordinance and subject the Permittee to penalties as set forth in §14 of this Ordinance.

f. Failure to remove plant or equipment owned by a Permittee in County Rights-of-Way within thirty (30) days of abandonment shall constitute a violation of this Ordinance and subject the Permittee to penalties as set forth in §14 of this Ordinance.

§10. Miscellaneous

a. A Permittee shall not place or maintain its plant or equipment so as to interfere with, displace, damage or destroy any facilities or underground utilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the County of Nassau or any other Permittee's facilities lawfully occupying the County Rights-of-Way.

b. The Department of Public Works shall have the right to make such inspections of Plant or Equipment placed or maintained in County Rights-of-Way as it finds necessary to ensure compliance with this Ordinance.

§11. Enforcement

a. A Permittee's failure to comply with the provisions of this Ordinance shall constitute a violation of this Ordinance and subject the Permittee to penalties defined herein.

b. Before assessing any fine or penalty pursuant to this Ordinance, the Department of Public Works shall give written notice of the violation and its intention to assess such fines or penalties, which notice shall contain a description of the alleged violation. Following the receipt of such notice, the Permittee shall have thirty (30) days to either: (a) cure the violation to the County's satisfaction and the County shall make good faith reasonable efforts to assist in resolving the violation; or (b) file an appeal, as described herein, with the County to contest the alleged violation or to request additional time to cure the violation. If no appeal is filed and if the violation is not cured within the thirty (30) day period, the County may assess all fines and penalties owed, beginning on the first day of the violation.

c. Appeals to challenge a notice of violation issued by the Department of Public Works shall made in writing and be directed to the Commissioner, who shall, after due deliberation, accept, reject or modify the notice of violation.

d. If the Permittee fails to remedy an alleged violation within a reasonable time period as may be required by the Department of Public Works, the County may perform such remedial actions and charge the cost of the removal, including the cost of any administrative expenses incurred by the County, against the Permittee.

e. Failure of the County to enforce any requirements of this Ordinance shall not constitute a waiver of the County's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

§12. Force Majeure

a. In the event a Permittee's performance of or compliance with any of the provisions of this Ordinance is prevented by a cause or event not within the Permittee's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result, provided, however, that such Permittee uses all practicable means to expeditiously cure or correct any such inability to perform or comply. For purposes of this Ordinance, causes or events not within a Permittee's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court.

§13. Reservation of Rights

a. Any person, association of persons, corporation, municipal corporation, or any other legal entity who uses the plant or equipment of a Permittee, other than the Permittee that owns the plant or equipment, shall not be entitled to any rights to place or maintain such plant or equipment in excess of the rights of the Permittee that places or maintains the plant or equipment.

§14. Penalties

a. Any violation of this Ordinance shall be punishable by a fine of five hundred dollars ($500). Each day or part of a day in which a violation continues shall constitute a separate violation.

b. Failure to perform restoration activities as required by this Ordinance shall be punishable by a fine not to exceed five hundred dollars ($500) in addition to the

repayment of any costs incurred by the County. Each day or part of a day in which a violation continues shall constitute a separate violation.

c. In addition to any charges imposed pursuant to this Ordinance, there shall be a penalty of three times the amount of the applicable permit fee for any violation of the terms and conditions or requirements of a permit issued by the Department of Public Works pursuant to this Ordinance or for any actions improperly undertaken without obtaining such a permit from the Department of Public Works in violation of this Ordinance.

§15. Severability

If any clause, sentence, paragraph, subdivision, section or part of this ordinance or the application thereof to any Permittee, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the Permittee, individual, corporation, firm, partnership entity or circumstance directly involved in the controversy in which order or judgment shall be rendered.

§16. State Environmental Quality Review Act Determination

It is hereby determined by the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Ordinance will not have a significant impact on the environment and that no further environmental review or action is required.

§17. Effective Date:

This Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 51 - 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,300,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $1,300,000 which shall be financed with the proceeds from the issuance of $1,300,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $1,300,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $1,300,000. The plan of financing includes $1,300,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $1,300,000 bonds authorized pursuant to this ordinance are to be issued is: forty (40) for $1,300,000 thereof, pursuant to subdivisions 102, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

APPENDIX A

PROPOSED ORDINANCE NO. 52 - 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,400,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $2,400,000 which shall be financed with the proceeds from the issuance of $2,400,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $2,400,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $2,400,000. The plan of financing includes $2,400,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $2,400,000 bonds authorized pursuant to this ordinance are to be issued is: ten (10) for $2,400,000 thereof, pursuant to subdivisions 90, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

APPENDIX A

PROPOSED ORDINANCE NO. 53 - 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $21,250,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $21,250,000 which shall be financed with the proceeds from the issuance of $21,250,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $21,250,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $21,250,000. The plan of financing includes $21,250,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $21,250,000 bonds authorized pursuant to this ordinance are to be issued is: forty (40) for $21,250,000 thereof, pursuant to subdivisions 102, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

PROPOSED ORDINANCE NO. - 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $500,000 which shall be financed with the proceeds from the issuance of $500,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $500,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $500,000. The plan of financing includes $500,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $500,000 bonds authorized pursuant to this ordinance are to be issued is: fifteen (15) for $500,000 thereof, pursuant to subdivisions 91, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

APPENDIX A

PROPOSED ORDINANCE NO. 55 - 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $500,000 which shall be financed with the proceeds from the issuance of $500,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $500,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $500,000. The plan of financing includes $500,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $500,000 bonds authorized pursuant to this ordinance are to be issued is: fifteen (15) for $500,000 thereof, pursuant to subdivisions 91, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

APPENDIX A

PROPOSED ORDINANCE NO. 56 - 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $1,500,000 which shall be financed with the proceeds from the issuance of $1,500,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $1,500,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the

"LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $1,500,000. The plan of financing includes $1,500,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $1,500,000 bonds authorized pursuant to this ordinance are to be issued is: fifteen (15) for $1,500,000 thereof, pursuant to subdivisions 91, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the

consolidation with other bond issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

APPENDIX A

PROPOSED ORDINANCE NO. 58 - 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $357,811 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the

amount of such capital expenditure to be $357,811 which shall be financed with the proceeds from the issuance of $357,811 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $357,811 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $357,811. The plan of financing includes $357,811 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $357,811 bonds authorized pursuant to this ordinance are to be issued is: ten (10) for $357,811 thereof, pursuant to subdivisions 90, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such

terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance,

no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County

Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

APPENDIX A

PROPOSED ORDINANCE NO. 59- 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $750,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $750,000 which shall be financed with the proceeds from the issuance of $750,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $750,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $750,000. The plan of financing includes $750,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $750,000 bonds authorized pursuant to this ordinance are to be issued is: fifteen (15) for $750,000 thereof, pursuant to subdivisions 91, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

APPENDIX A

PROPOSED ORDINANCE NO. 60 - 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $1,000,000 which shall be financed with the proceeds from the issuance of $1,000,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $1,000,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the

"LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $1,000,000. The plan of financing includes $1,000,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $1,000,000 bonds authorized pursuant to this ordinance are to be issued is: fifteen (15) for $1,000,000 thereof, pursuant to subdivisions 91, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the

consolidation with other bond issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

APPENDIX A

PROPOSED ORDINANCE NO. 61 - 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $1,000,000 which shall be financed with the proceeds from the issuance of $1,000,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $1,000,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $1,000,000. The plan of financing includes $1,000,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $1,000,000 bonds authorized pursuant to this ordinance are to be issued is: fifteen (15) for $1,000,000 thereof, pursuant to subdivisions 91, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

APPENDIX A

PROPOSED ORDINANCE NO. 62 - 2017

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,700,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3rd) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be $1,700,000 which shall be financed with the proceeds from the issuance of $1,700,000 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of $1,700,000 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $1,700,000. The plan of financing includes $1,700,000 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a "PPU") of the Purpose, for which said $1,700,000 bonds authorized pursuant to this ordinance are to be issued is: fifteen (15) for $1,700,000 thereof, pursuant to subdivisions 91, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other bond issues, and also the ability to issue bonds with substantially

level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto, if any, and incorporated herein as "Type II", if any, under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as "Type I" or "Unlisted" under the heading "SEQRA" on Appendix A attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 12. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

APPENDIX A

PROPOSED ORDINANCE NO. 63 –2017

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated March 27, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
145,783	New York State Division of Criminal Justice Services	GRT	PD	AA	143,783
		GRT	PD	DD	2,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part

617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

Project Number	Project	SEQRA	6 NYCRR
41482	Mitchel Field Rifle Range Improvements	TYPE II	617.5(c)(2)(25)

Project Number	Project	SEQRA	6 NYCRR
41851	Various Golf Course Renovation Phase II	TYPE II	617.5(c)(2)

Project Number	Project	SEQRA	6 NYCRR
41802	Various County Parks Pond Dredging and D	TYPE II	617.5(c)(2)

Project Number	Project	SEQRA	6 NYCRR
61127	Westbury Avenue Road Improvements	TYPE II	617.5(c)(2)

Project Number	Project	SEQRA	6 NYCRR
61126	Merrick Road, Bellmore Road Improvements	TYPE II	617.5(c)(2)

Project Number	Project	SEQRA	6 NYCRR
61124	Main Street, East Rockaway Road Improvements	TYPE II	617.5(c)(2)

Project Number	Project	SEQRA	6 NYCRR
61112	Jerusalem Ave, North Merrick Road Improvements	TYPE II	617.5(c)(2)

Project Number	Project	SEQRA	6 NYCRR
35116	Wastewater Facilities Odor Control Improvements	TYPE II	617.5(c)(18)

Project Number	Project	SEQRA	6 NYCRR
66051	Pedestrian Accessibility	TYPE II	617.5 (c)(2)

APPENDIX A

Bond Ordinance

Main	Project Number	Project	SEQRA	6 NYCRR
Sewer and Storm Water Resource District	3P312	Pump Station Upgrades	TYPE II	617.5(c)(2)

Project Number	Project	SEQRA	6 NYCRR
41858	County Pools Improvements and Code Com	TYPE II	617.5(c)(2)

Project Number	Project	SEQRA	6 NYCRR
41860	Various Park Improvements	TYPE II	617.5(c)(11)

Nassau County

Office of Purchasing

Staff Summary A-20-2017

Subject : iConstituent (RQIT17000002, RQIT17000064)	Date: April 7, 2017
Department: Office of Purchasing	Vendor Name: iConstituent
Department Head Name: Eric Naughton	Contract Number A-20-2017
Department Head Signature E Naughton for E Naughton	Contract Manager Name Timothy Funaro

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	**Approval**	**Date & Init.**	**Approval**
	Dept. Head	4/24/17	Counsel to C.E.
	Budget	4/11/17	County Atty.
	Deputy C.E.	4/28/17	County Exec.

Narrative

Purpose: To authorize and award a Purchase Order for internet/E-mail software, microcomputer renewal for the Nassau County Department of Information Technology.

Discussion: This request is a sole source purchase; iConstituent is the developer, manufacturer and sole provider for the Gateway E-newsletter Plus with a stand alone Mail Transfer Agent installation, product maintenance, technical support and training. This request is for the periods 07/01/2016 to 06/30/2017 (RQIT17000002) and 07/01/2017 to 6/30/2018 (RQIT17000064) and it is anticipated that this software will be needed for the foreseeable future, so this request is for approval for future years beyond June 30, 2018 and any increases that might arise.

Impact on Funding: A purchase order in the amount Three Hundred Thousand Dollars ($300,000), half for RQIT17000002 and half for RQIT17000064 from General Funds.

Recommendation: Office of Purchasing recommends an award be given to iConstituent LLC as a sole source purchase.

EDWARD P. MANGANO
COUNTY EXECUTIVE

ERIC NAUGHTON
DEPUTY COUNTY EXECUTIVE / FINANCE

OFFICE OF PURCHASING
1 WEST STREET
MINEOLA, NEW YORK 11501-4894
(516) 571-4200
FAX (516) 571-4263

Commissioner Becker,

As per your request this memo is to answer your question A-20-2017 for iConstituent the term of use will be approximately five years with an estimated cost of $750,00.00.

Timothy Funaro
Buyer
Nassau County
Office of Purchasing
One West Street 1st floor North Entrance
Mineola, N.Y. 11501
Phone (516) 571-7720
Fax (516) 571-4263
E-Mail tfunaro@nassaucountyny.gov

A-20-2017 COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE **A-20-2017**

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: APRIL 10, 2017

SUBJECT: RESOLUTION–NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE THREE HUNDRED THOUSAND DOLLARS ($300,000.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT INFORMATIN TECHNOLOGY TO iCONSTITUENT LLC FOR INTERNET-E-MAIL SOFTWARE/MICROCOMPUTER RENEWAL FOR NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

for

ERIC NAUGHTON
DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) SOLE SOURCE DOCUMENTS
(5) QUOTAITON
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2017

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND iCONSTITUENT LLC.

WHEREAS, the Director is representing to the Rules Committee that the firm, iCONSTITUENT LLC is a sole source provider and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with iCONSTITUENT LLC.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO - NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 12.7.2016

Vendor: CONSTITUENT

Signed:

Print Name: STUART S. SHAPIRO

Title: PRESIDENT

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

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

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated: N/A

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ CEO

BIDDER **TITLE**

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.** N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Zoi Ilhan CEO

BIDDER TITLE

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

Dated: 8/10/2016

Signed: Zain Khan
Print Name: ZAIN KHAN

Title: CEO

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Zain Khan
BIDDER

CEO
TITLE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On August 10th 2016 before me, Yelena Osadchaya Notary Public
(insert name and title of the officer)

personally appeared Zain Khan,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

YELENA OSADCHAYA
Commission # 1986662
Notary Public - California
Los Angeles County
My Comm. Expires Aug 28, 2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Zain Khan

   Date of birth 06/18/1968

   Home address: 12254 Darlington Avenue

   City/state/zip: Los Angeles, CA 90049

   Business address: 600 Pennsylvania, SE Suite 310

   City/state/zip: Washington, D.C, 20003

   Telephone: (202)355-9355

   Other present address(es): NA

   City/state/zip: NA

   Telephone: NA

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer 01/01/2002 Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES **X** If Yes, provide details.

   I am the Co-Founder and CEO of iConstituent and have an ownership interest in the entity.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ___ YES X If Yes, provide details: As the co-founder of iConstituent, I invested in the company at its formation over 12 years ago.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X; If Yes, provide details. In

addition to my position at iConstituent, I provide consulting services to other small business in the technology space (all within California).

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) – ANSWER: NO.

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER CEO TITLE

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ____ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** CEO **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
40513-04116-006

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Zain Khan, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 20__

See attached
Notary Public

Constituent, LLC
Name of submitting business

ZAIN KHAN
Print name

Zain Khan
Signature

CEO
Title

8 / 10 / 2016
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Zain Khan BIDDER CEO TITLE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 10th day of August, 2016, by ZAIN KHAN,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

YELENA OSADCHAYA
Commission # 1986662
Notary Public - California
Los Angeles County
My Comm. Expires Aug 26, 2016

(Seal)

Signature

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name STUART S. SHAPIRO
   Date of birth 05/29/1948
   Home address 1813 WORRINGTON ST.
   City/state/zip SARASOTA, FL 34231
   Business address 600 PENN AVE SUITE 310
   City/state/zip WASHINGTON DC 20003
   Telephone 202-436-2100 - (CELL)
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 2002/ ___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner 2002/ ___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. See attached

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. See attached

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details. See Attached

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ PRESIDENT
BIDDER TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO ✓ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated

business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

DETAILS: ANSWER to #4

#4 I HAVE MADE LOANS AND INVESTMENTS IN iCONSTITUENT LLC for $1,200,000 SINCE 2010.

#5 DIGITAL DOWNLOAD INC 40% OWNER
NIGHT FLIGHT NETWORKS LLC 40% OWNER
AUTHORSCADE INC 50% OWNER

#2 iCONSTITUENT LLC 24% OWNER
THROUGH DIGITAL DOWNLOAD INC
2.89% OWNER
PERSONAL
26.89%

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER PRESIDENT TITLE

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, STUART S. SHAPIRO, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10 day of JANUARY 20 17

Notary Public

Notary Public State of Florida
Sherri L Kowicki
My Commission FF 146832
Expires 09/26/2018

ICONSTITUENT LLC
Name of submitting business

STUART S. SHAPIRO
Print name

Signature

PRESIDENT
Title

JAN 10, 2017
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____

BIDDER **TITLE**

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name ZAIN KHAN
   Date of birth 06 / 18 / 68
   Home address 12254 DARLINGTON AVENUE
   City/state/zip LOS ANGELES, CA, 90049
   Business address 600 PENNSYLVANIA AVE, # 310, WASHINGTON, DC 20003
   City/state/zip WASHINGTON, DC 20003
   Telephone (202) 365-9355
   Other present address(es) N/A
   City/state/zip N/A
   Telephone N/A
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer 01 / 01 / 02 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. I OWN 12 PERCENT OF BUSINESS IN QUESTION.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. I have loaned the company $210,000.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.
   I AM THE PRINCIPAL SOLE-PROPRIETOR OF FWDCITIZEN, INC.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ___ If Yes, provide details.
   I HAVE WORKED WITH LA CITY COUNCIL - IN LOS ANGELES, CALIFORNIA.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Zain Khan — BIDDER CEO — TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO X If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES _____ NO X If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO X If Yes, provide details for each such occurrence.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Zac Khan _____ CEO _____
BIDDER TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER TITLE

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Zain Khan, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of Feb 2017

Notary Public

LeTorla Pannell
District of Columbia, Notary Public
My Commission Expires
September 14, 2021

iConstituent, LLC
Name of submitting business

Zain Khan
Print name

Zain Khan
Signature

CEO
Title

2 / 8 / 2017
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Zain Khan (BIDDER) CEO (TITLE)

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten *percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink.* If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Frank Girolami
   Date of birth 03 / 28 / 1958
   Home address 27837 NE 30th St
   City/state/zip Redmond, WA 98053
   Business address 600 Pennsylvania Ave SE Suite 310
   City/state/zip WASHINGTON, DC. 20003
   Telephone 202-697-5646
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 4 / 1 / 2008 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X If Yes, provide details.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER 1-27-2017 TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO X If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO X If Yes, provide details for each such occurrence.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER 1-22-2017 TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation *was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated* business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER 1-22-2017 TITLE

CERTIFICATION

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I, Frank D. Girolami, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27 day of Jan. 2017

Lucinda Osborn
Notary Public

LUCINDA OSBORN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JULY 29, 2018

1 Constituent, LLC
Name of submitting business

Frank Girolami
Print name

Signature

Executive VP
Title

1 / 27 / 17
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER Executive Vice President TITLE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name GREGORY HILDEBRAND
   Date of birth 08 / 27 / 1975
   Home address 2424 SOUTH GAFFEY STREET
   City/state/zip SAN PEDRO, CALIFORNIA 90731
   Business address 600 PENNSYLVANIA AVE SE, STE 310
   City/state/zip WASHINGTON, DC 20003
   Telephone 202 355-9355
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/2002
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details.
   I HAVE A MINORITY, NON CONTROLLING, EQUITY INTEREST IN THE BUSINESS

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X If Yes, provide details.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER CO TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO X If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER CEO _____ TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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BIDDER SIGN HERE _____ BIDDER _____ TITLE

CERTIFICATION

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I, Gregory Hildebrand, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31st day of January 2017

DEENA ROSE DORT
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires July 22, 2020
Comm. #2160377

Deena Rose Dort
Notary Public

Costhwaf, LLC
Name of submitting business

Gregory Hildebrand
Print name

Signature

CIO
Title

1/31/2017
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ CIO TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
40513-04116-006

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jodi Green
   Date of birth 5/11/76
   Home address 18 Sunset Ave D5
   City/state/zip Venice CA 90291
   Business address 600 Pennsylvania Ave SE Suite 310
   City/state/zip Washington DC 20003
   Telephone 202-697-5646
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/2002 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. I own 6.9% equity

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** CTO **TITLE**

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Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES _____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES _____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO ✓ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ✓ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO ✓ If Yes, provide details for each such occurrence.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER CTO TITLE

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

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BIDDER SIGN HERE _____ BIDDER _____ CTO TITLE

CERTIFICATION

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I, Jeff Green, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of Feb 20 17

See CA Jurat Attached
Notary Public

Iconstituent LLC
Name of submitting business

Jeff Green
Print name

Signature

CTO
Title

2/1/2017
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 1st day of February 2017,
Date *Month* *Year*
by
(1) Jeffrey Green
(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SANDRA CISNEROS
Commission # 2061158
Notary Public - California
Los Angeles County
My Comm. Expires Apr 11, 2018

Signature _____
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Formal Sealed Bid Proposal Document Date: 2/1/17
Number of Pages: 8 Signer(s) Other Than Named Above: _____

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: November 16, 2015

1) Bidder's/Proposer's Legal Name: iConstituent, LLC

2) Address of Place of Business: 600 Pennsylvania, SE Suite 310, Washington, DC 20003

List all other business addresses used within last five years: iConstituent has been in the same building for over 5 years.

3) Mailing Address (if different): Same as above

Phone: (202)355-9355

Does the business own or rent its facilities? RENT

4) DUNS Number: 12-650-6760

5) Federal I.D. Number: 46-0503043

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership __ Corporation LLC X Other (LLC)

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details:

8) Does this business control one or more other businesses? Yes X No If Yes, please provide details: iConstituent, LLC maintains an ownership interest in InterAmerica, LLC and InfluentialData, LLC. As discussed in a previous answer in this disclosure, neither InterAmerica, LLC nor InfluentialData, LLC are involved with performing any tasks on this bid.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

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BIDDER SIGN HERE _____ **BIDDER** CEO **TITLE**

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge._

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance._____

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BIDDER SIGN HERE _____ BIDDER

CEO TITLE

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

NONE

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

NONE

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

NONE

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

iConstituent regularly conducts both external and internal conflict checks to insure that its company maintains high ethical and legal standards.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

iConstituent provides its proprietary communications software to the US House of Representatives, the US Senate, and to state and local governments. Since its inception in 2002, iConstituent has transformed the way government connects with its citizens leveraging technology. Today, iConstituent sends nearly 1 billion messages a year for its government customers. Information about iConstituent can be reviewed by visiting its website at www.iConstituent.com.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation; 2002

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; (SEE ATTACHMENT) Vendor form

iii) Name, address and position of all officers and directors of the company; (SEE ATTACHMENT) " "

iv) State of incorporation (if applicable); CA

v) The number of employees in the firm; 40

vi) Annual revenue of firm; $5 Million

vii) Summary of relevant accomplishments see "G"

viii) Copies of all state and local licenses and permits. N/A

B. Indicate number of years in business. Thirteen (since 2002)

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

Since 2002, iConstituent has provided government with the tools to successfully connect with and engage its citizens; since 2002, iConstituent has been serving the Members of Congress, various state legislatures, state and local government entities. VII

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work. (SEE ATTACHMENT)

Page 5 of Formal Bid

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ **BIDDER** CEO **TITLE**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

CEO
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
40513-04116-006

CERTIFICATION

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I, Zain Khan, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 20__

See attached
Notary Public

Name of submitting business: iConstituent, LLC

By: Zain Khan
Print name

Zain Khan
Signature

CEO
Title

8 / 10 / 2016
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Zain Khan **BIDDER** CEO **TITLE**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 10th day of August, 2016, by ZAIN KHAN,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

YELENA OSADCHAYA
Commission # 1986662
Notary Public - California
Los Angeles County
My Comm. Expires Aug 26, 2016

(Seal)

Signature

COUNTY OF NASSAU

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

1. Name of the Entity: iConstituent, LLC

   Address: 600 Pennsylvania, SE Suite 310 Washington, DC 20003

2. Entity's Vendor Identification Number: 46-0503043

3. Type of Business: ____Public Corp Partnership____Joint Venture

   ____Closely Held Corp **Limited Liability Corp** _Other (specify)

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

✓ Stuart S. Shapiro, President, 1813 Worrington Street, Sarasota, FL 34231

✓ Zain Khan, Chief Executive Officer, 12254 Darlington Avenue, Los Angeles, CA 90049

✓ Frank D. Girolami, Executive Vice President, 27837 30th Street, NE, Redmond, WA 98053

✓ Gregory W. Hildebrand, Chief Information Officer, 2424 South Gaffey Street, Apt. 104, San Pedro, CA 90731

✓ Jeffrey L. Green, Chief Technology Officer, 18 Sunset Avenue, Apt. 5, Venice, CA 90291

Laurie Dolphin, Member, 401 east 88th Street, New York, New York, 10128

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

Same as ABOVE

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

iConstituent, LLC and its principals maintain an ownership interest in the following companies: InterAmercia, LLC and InfluentialData, LLC. The principals/shareholders of these entities are the same as iConstituent and neither of these entities are taking part in the performance of the contracts with Nassau County.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s): **NONE.**

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BIDDER SIGN HERE Zain Khan CEO

BIDDER **TITLE**

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None

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

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

Dated: 8/10/2016

Signed: Zain Khan
Print Name: ZAIN KHAN

Title: CEO

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BIDDER SIGN HERE Zain Khan
BIDDER

CEO
TITLE

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

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BIDDER SIGN HERE _____ CEO
BIDDER **TITLE**

EDWARD P. MANGANO
COUNTY EXECUTIVE

OFFICE OF THE COUNTY EXECUTIVE
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE
MINEOLA, NEW YORK 11501-4895
516-571-3131

Memo

To: Buyer I Vita Virgilio, Purchasing and Contracts
From: Director Peter F. DiSilvio, Special Projects
Cc: Deputy Commissioner Nancy Stanton, Information Technology
Deputy County Attorney Daniel Gregware, Office Of The County Attorney
Date: ~~Monday, November 30th 2015~~ 5/3/2017
Re: iConstituent

The Gateway E-Newsletter Plus system, a program of which iConstituent is the developer and sole provider, is the only mass email application that meets Nassau County's needs for regular and instant online communication with its residents. Further, the cost of the system is reasonable in light of the benefits it provides.

Nearly 87% of American adults now use the Internet, according to a new report from the Pew Research Center, up from 14% in 1995 when the center first started conducting public opinion polling on the adoption of new communication technologies. Constituents expect government to take advantage of this growing medium to communicate important issues and initiatives. A proper mass emailing system should be rich text capable, come equipped with reporting functions, a capacity for vanity return email addresses, have a data import availability, and guarantee CAN-SPAM Act compliance.

iConstituent allows for mass email communication to hundreds of thousands of Nassau County residents. The system allows for both rich text and plain text emails which gives the County more options in terms of presenting information to the public which is in sharp contrast to the Swiftreach Email system which the County previously used which had no rich text capabilities. The system also allows for reports including, but not limited to, the number of emails delivered and what content was viewed therein so that the County can ensure that residents are receiving and reading emails. Nassau County was able to upload pre-existing email lists into the system and have the list made CAN-SPAM compliant thereby avoiding any financial penalties under the law. Mail Chimp and Constant Contact, two premier email services researched as alternatives to iConstituent, did not offer list uploading or data cleaning. iConstituent stands apart from any would-be competitor by offering email list targeting to ensure emails are content appropriate, user profiles so constituents can decide what information they wish to receive, regional mailing

to geo-target emails, design templates for a greater variety of methods to provide information and rotating IP addresses to avoid emails being blocked by SPAM filters.

Further, to avoid those SPAM filters iConstituent provided Nassau County with its own exclusive email server installed at its Albany Data center. These servers, known as Message Transfer Agents or MTAs, handle all of Nassau County's constituent email notifications. No other company was able or willing to provide MTAs to the County or to maintain and service them as iConstituent does.

Using the iConstituent system, Nassau County has been able to distribute important information to the public. The above features ensure that information is received during various weather events, road closures and emergency preparedness information is shared immediately. Also, during times of heightened security concerns, constituents are informed of various public safety initiatives.

iConstituent's Gateway E-Newsletter Plus system is the only program that meets Nassau County's standards for a mass email system and comes at reasonable cost. Further, iConstituent is the only vendor willing to provide dedicated MTAs to Nassau County for constituent email communications. iConstituent is the only program that meets the needs and expectations of Nassau County residents.

EDWARD P. MANGANO
COUNTY EXECUTIVE

OFFICE OF THE COUNTY EXECUTIVE
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING
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Memo

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From: Director Peter F. DiSilvio, Special Projects
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FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
Bid Number

Dated: Ad. Date Here

BID OPENING DATE
Opening Date
11:00 A.M. E.S.T.

BUYER
Buyers Name

TELEPHONE
Telephone Numb

REQUISITION NUMBER
Requisition Number

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE Bid Title Here

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF N/A PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:
Address info goes here

GUARANTEED DELIVERY DATE
_____ DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
46-0503043

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER IConstituent, LLC

ADDRESS 600 Pennsylvania, SE Suite 310

CITY Washington STATE DC ZIP CODE 20003 TELEPHONE (202)355-9355

Zain Khan — SIGNATURE OF AUTHORIZED INDIVIDUAL

ZAIN KHAN, CEO — PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director. Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: PCONSTITUENT LLC

Address: 600 PENN AVE SE WASHINGTON DC 20003

Telephone No: 2023559355 Fax No: 202-836-6955

1. State Whether: A Corporation LLC

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ (BIDDER) PRESIDENT TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

QUALIFICATION STATEMENT

BIDDER'S NAME: ICONSTITUENT LLC

ADDRESS: 600 PENN AVE SE WASHINGTON DC 20003

1. STATE WHETHER: CORPORATION LLC INDIVIDUAL _____ PARTNERSHIP ____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT CEO ZAIN KHAN 12254 DARLINGTON AVE LA CA 90049
VICE PRESIDENT STUART SHAPIRO 1813 WORTHINGTON ST. SARASOTA, FL 34231
CIO SECRETARY GREGORY WILDEBLAND 2424 S. GAFFEY ST. SAN PEDRO, CA 90731
CTO TREASURER JEFF GREEN 18 SUNSET AVE #5 VENICE, CA 90291

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? YES
IF SO WHEN? 2015, 2016

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 10

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?
CRM, EMAIL SOFTWARE & CONSTITUENT DATA

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
STUART SHAPIRO	President	15yr	Exec - Constituent Engagement	

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
THIS IS A 3rd YEAR RENEWAL. I WORK CLOSELY WITH ED EISENSTEIN ON ACC SOFTWARE & ENGAGEMENT PRACTICES

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER 1.17.17 TITLE

Stuart Shapiro, President

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Oregon Governor's Office
   ADDRESS: 900 Court Street, NE Salem, Oregon 97310
   TELEPHONE: 503-378-6727
   CONTACT PERSON: Katherine Bartlett, Constituent Serviced Director
   CONTRACT DATE: July 1, 2007

2. REFERENCE'S NAME: Illinois Senate Republican Caucus
   ADDRESS: 309 State Capitol Building, Springfield, IL, 62706
   TELEPHONE: 217-782-7736
   CONTACT PERSON: Lavvone Mau
   CONTRACT DATE: July 1, 2010

3. REFERENCE'S NAME: Elect, Inc.
   ADDRESS: P.O. Box 2, Elmhurst, IL 60126
   TELEPHONE: 773-281-3900
   CONTACT PERSON: Andrew Todd
   CONTRACT DATE: May 1, 2008

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Zai Khan _____ CEO _____
BIDDER **TITLE**

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 by such title 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, including the 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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Zaki Khan **BIDDER** CEO **TITLE**

(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 Department 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 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 Best Efforts 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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Zai Khan CEO

BIDDER **TITLE**

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 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.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Lai Chan CEO

BIDDER **TITLE**

REQUISITION

RQIT16000135 04/OCT/2016

VENDOR:	REQUISITIONER:
ICONSTITUENT	IT DEPARTMENT OF INFORMATION TECH
600 PENN AVE SE SUITE 310	240 OLD COUNTRY ROAD
	6TH FLOOR
WASHINGTON DC 20003	MINEOLA NY 11501
	S.BARNETT/ED EISENSTEIN(1-4265)
TEL:(202)355-9355	TEL:(516)571-2233
FAX:(202)355-9356	FAX:(516)571-3918

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	208-44	1.00	EA	24,000.0000	24,000.00

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER
1 YEAR SERVICE FOR 2,000,001-3,000,000E-MAILS UNDER MANAGEMENT
--PRIVATE MAIL SERVER DEDICATED TO NASSAU COUNTY
--PRIVATE BLOCK IP'S FOR EXCLUSIVE USE
--ENHANCED REPUTATION MONITORING
--MANAGEMENT AND SUPPORT ACCOUNT
--E-MAIL RECORD UPDATES TO ACCOUNT
LICENSE RENEWAL 7/1/16-6/30/17

002	920-46	1.00	EA	126,000.0000	126,000.00

SOFTWARE UPDATING/SUBSCRIPTION SERVICES

E-MAIL TO CONSTITUENTS - "GATEWAY" SOFTWARE SUBSCRIPTION
- UNLIMITED MULTIPLE ACCOUNTS AT NO EXTRA CHARGE
- UP TO 5 NEW DESIGNED TEMPLATES AT NO CHARGE
- $250 FOR EACH ADDITIONAL DESIGN TEMPLATE OVER 5
7/1/16-6/30/17

BILL TO: I.T. ACCOUNTS PAYABLE
240 OLD COUNTRY ROAD 6TH FL
MINEOLA, NY, 11501

A-44-2016

REQUISITION

RQIT16000135 04/OCT/2016

VENDOR:		REQUISITIONER:	
ICONSTITUENT		IT DEPARTMENT OF INFORMATION TECH	
600 PENN AVE SE SUITE 310		240 OLD COUNTRY ROAD	
		6TH FLOOR	
WASHINGTON	DC 20003	MINEOLA	NY 11501
		S.BARNETT/ED EISENSTEIN(1-4265)	
TEL:(202)355-9355		TEL:(516)571-2233	
FAX:(202)355-9356		FAX:(516)571-3918	

ESTIMATED TOTAL: 150,000.00

REQUISITION

RQIT16000135 04/OCT/2016

VENDOR:	REQUISITIONER:
ICONSTITUENT	IT DEPARTMENT OF INFORMATION TECH
600 PENN AVE SE SUITE 310	240 OLD COUNTRY ROAD
	6TH FLOOR
WASHINGTON DC 20003	MINEOLA NY 11501
	S.BARNETT/ED EISENSTEIN(1-4265)
TEL:(202)355-9355	TEL:(516)571-2233
FAX:(202)355-9356	FAX:(516)571-3918

REQUISITION

RQIT17000002 04/JAN/2017

VENDOR:	REQUISITIONER:
ICONSTITUENT	IT DEPARTMENT OF INFORMATION TECH
600 PENN AVE SE SUITE 310	240 OLD COUNTRY ROAD
	6TH FLOOR
WASHINGTON DC 20003	MINEOLA NY 11501
	S.BARNETT/ED EISENSTEIN(1-4265)
TEL:(202)355-9355	TEL:(516)571-2233
FAX:(202)355-9356	FAX:(516)571-3918

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	208-44	1.00	EA	24,000.0000	24,000.00

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER
1 YEAR SERVICE FOR 2,000,001-3,000,000E-MAILS UNDER MANAGEMENT
--PRIVATE MAIL SERVER DEDICATED TO NASSAU COUNTY
--PRIVATE BLOCK IP'S FOR EXCLUSIVE USE
--ENHANCED REPUTATION MONITORING
--MANAGEMENT AND SUPPORT ACCOUNT
--E-MAIL RECORD UPDATES TO ACCOUNT
LICENSE RENEWAL 7/1/16-6/30/17

002	920-46	1.00	EA	126,000.0000	126,000.00

SOFTWARE UPDATING/SUBSCRIPTION SERVICES

E-MAIL TO CONSTITUENTS - "GATEWAY" SOFTWARE SUBSCRIPTION
- UNLIMITED MULTIPLE ACCOUNTS AT NO EXTRA CHARGE
- UP TO 5 NEW DESIGNED TEMPLATES AT NO CHARGE
- $250 FOR EACH ADDITIONAL DESIGN TEMPLATE OVER 5
7/1/16-6/30/17

BILL TO: I.T. ACCOUNTS PAYABLE
240 OLD COUNTRY ROAD 6TH FL
MINEOLA, NY, 11501

STUART SHAPIRO

REQUISITION

RQIT17000002 04/JAN/2017

VENDOR:	REQUISITIONER:
ICONSTITUENT	IT DEPARTMENT OF INFORMATION TECH
600 PENN AVE SE SUITE 310	240 OLD COUNTRY ROAD
	6TH FLOOR
WASHINGTON DC 20003	MINEOLA NY 11501
	S.BARNETT/ED EISENSTEIN(1-4265)
TEL:(202)355-9355	TEL:(516)571-2233
FAX:(202)355-9356	FAX:(516)571-3918

ESTIMATED TOTAL: 150,000.00

REQUISITION

RQIT17000002 04/JAN/2017

VENDOR:		REQUISITIONER:	
ICONSTITUENT		IT DEPARTMENT OF INFORMATION TECH	
600 PENN AVE SE SUITE 310		240 OLD COUNTRY ROAD	
		5TH FLOOR	
WASHINGTON	DC 20003	MINEOLA	NY 11501
		S.BARNETT/ED EISENSTEIN(1-4265)	
TEL:(202)355-9355		TEL:(516)571-2233	
FAX:(202)355-9356		FAX:(516)571-3918	

REQUISITION

RQIT17000064 06/APR/2017

VENDOR:		REQUISITIONER:
ICONSTITUENT		IT DEPARTMENT OF INFORMATION TECH
600 PENN AVE SE SUITE 310		240 OLD COUNTRY ROAD
		6TH FLOOR
WASHINGTON	DC 20003	MINEOLA NY 11501
		S.BARNETT/ED EISENSTEIN(1-4265)
TEL:(202)355-9355		TEL:(516)571-2233
FAX:(202)355-9356		FAX:(516)571-3919

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	208-44	1.00	EA	24,000.0000	24,000.00

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER

INTERNET/E-MAIL SOFTWARE, MICROCOMPUTER
1 YEAR SERVICE FOR 2,000,001-3,000,000E-MAILS UNDER MANAGEMENT
--PRIVATE MAIL SERVER DEDICATED TO NASSAU COUNTY
--PRIVATE BLOCK IP'S FOR EXCLUSIVE USE
--ENHANCED REPUTATION MONITORING
--MANAGEMENT AND SUPPORT ACCOUNT
--E-MAIL RECORD UPDATES TO ACCOUNT
LICENSE RENEWAL 7/1/17-6/30/18

002	920-46	1.00	EA	126,000.0000	126,000.00

SOFTWARE UPDATING/SUBSCRIPTION SERVICES

E-MAIL TO CONSTITUENTS - "GATEWAY" SOFTWARE SUBSCRIPTION
- UNLIMITED MULTIPLE ACCOUNTS AT NO EXTRA CHARGE
- UP TO 5 NEW DESIGNED TEMPLATES AT NO CHARGE
- $250 FOR EACH ADDITIONAL DESIGN TEMPLATE OVER 5
7/1/17-6/30/18

BILL TO: I.T. ACCOUNTS PAYABLE
240 OLD COUNTRY ROAD 6TH FL
MINEOLA, NY, 11501

REQUISITION

RQIT17000064 06/APR/2017

VENDOR:	REQUISITIONER:
IGONSTITUENT	IT DEPARTMENT OF INFORMATION TECH
600 PENN AVE SE SUITE 310	240 OLD COUNTRY ROAD
	6TH FLOOR
WASHINGTON DC 20003	MINEOLA NY 11501
	S.BARNETT/ED EISENSTEIN(1-4265)
TEL:(202)355-9355	TEL:(516)571-2233
FAX:(202)355-9356	FAX:(516)571-3918

ESTIMATED TOTAL: 150,000.00

REQUISITION

RQIT17000064 06/APR/2017

VENDOR:		REQUISITIONER:	
ICONSTITUENT		IT DEPARTMENT OF INFORMATION TECH	
600 PENN AVE SE SUITE 310		240 OLD COUNTRY ROAD	
		6TH FLOOR	
WASHINGTON	DC 20003	MINEOLA	NY 11501
		S.BARNETT/ED EISENSTEIN(1-4265)	
TEL:(202)355-9355		TEL:(516)571-2233	
FAX:(202)355-9356		FAX:(516)571-3918	

REQ HEADER ENT 2100

ICONSTITUENT, QUOTE #NCNY2016-17
A) EMAIL DISTRIBUTION SERVICE FOR COUNTY EXEC. SERVICES WILL BE FOR 1 YEAR
WITH A MINIMUM OF 2,000,001 TO A MAX OF 3,000,000 EMAILS.
7/1/16-6/30/17.
B) $150,000.00
C) NO
D) NO
E) E-MAIL DISTRIBUTION SERVICE PROVIDED FOR NASSAU COUNTY CONSTITUENTS.
NC IS NOT ABLE TO PROVIDE THIS SERVICE USING OUR RESOURCES.
F) N/A
G) N/A
CONTACT ED EISENSTEIN: EEISENSTEIN@NASSAUCOUNTYNY.GOV OR (516)571-4265
REFER TO POIT16000107/RQIT15000006
REJECT AS PER AGENCY

iCONSTITUENT

600 Pennsylvania Ave, SE, Suite 310
Washington, DC 20003
Phone: 202.355.9355
Fax: 202.355.9356

August 5, 2016

Susan Barnett
NC Dept. of Information Technology
240 Old Country Rd, 6th Floor
Mineola, NY 11501

Subject: iConstituent E-newsletter and Stand-Alone Mail Transfer Agent

Dear Ms. Barnett,

iConstituent, LLC is the developer, manufacturer and sole source provider of the Gateway E-newsletter Plus with a stand alone Mail Transfer Agent installation, product maintenance, technical support and training.

Please contact Frank Girolami at 202-607-5646 or Frank@iconstituent.com for more information or questions.

Regards,

Frank D. Girolami
Executive Vice President
iConstituent, LLC.

iCONSTITUENT
600 Pennsylvania Ave. SE, Suite 310
Washington, DC 20003

Invoice

Date	Invoice #
5/4/16	NCNY2016-17

Nassau County
Department of Internet Technology
240 Old County Road
6th Floor, #608
Mineola, NY 11501

Due Date
7/1/16

Item		Amount
Internet/E-mail Software, MicroComputer (renewal)		24,000.00
One year service with unlimited mails under management July 1, 2016- June 30, 2017		
-Private Mail Server dedicated to Nassau County in State of New York		
-Private Block IP's for exclusive use		
-Enhanced Reputation Monitoring		
-Management and Support of account		
-New E-mail record updates to account as available		
-iConstituent managed cleaning and loading of private E-mail addresses into the accounts at no additional charges		
-All upgrades and additional features are providing at no cost		
-Unlimited Message Delivery		
E-mail to Constituents - "Gateway" Software Subscription	7/1/16-6/30/17	126,000.00
-Unlimited multiple accounts at no extra charge		
-Up to 5 new designed templates at no charge		
- $250 for each additional design template over 5		

Questions?... john.jackson@iconstituent.com

Amount Due	$150,000.00
Payments/Credits	$0.00
Balance Due	$150,000.00

Phone #	Fax:
(202) 355-9355 ext 299	(202) 318-7773

E-126-17

Contract ID# CQPB17000004-01

Department: Probation

Contract Details

SERVICE: PERSONAL

NIFS ID # : CQPB17000004-01 NIFS Entry Date: 4/17/17 Term: from 10/1/16 to 9/30/17

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Family and Children's Association, Inc.	Vendor ID# 113422018-01
Address 100 East Old Country Road, Mineola, New York 11501	Contact Person Jeffrey L. Reynolds, Ph.D., President & CEO
	Phone 516-746-0350 e-mail: jreynolds@familyandchildrens.org

County Department
Department Contact Dominick J. DiMaggio Jr.
Address 400 County Seat Drive Mineola, NY 11501
Phone 516-571-1513

RECEIVED NASSAU COUNTY CLERK'S OFFICE 2017 MAY -3 P 5:21 LEGISLATURE

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
4/17/17	Department	*NIFS Entry (Dept)* ☒ *NIFS Appvl (Dept. Head)* ☒ *Contractor Registered* Yes	4/25/17	J Plucks	
4/26/17	OMB	*NIFS Approval (Contractor Registered)* ☑	4/26/17	[illegible]	Yes ☑ No ☐ Not required if blanket resolution
4/27/17	County Attorney	*CA RE & Insurance Verification* ☑	4/27/17	[illegible]	
4/27/17	County Attorney	*CA Approval as to form* ☑	4/27/17	[illegible]	Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	5/3/17	[illegible]	

PR5254 (1/06)

Contract ID# CQPB17000004-01

Department: Probation

Contract Summary

Description: Personal services contract

Purpose: The County has received funding from the New York State Office of Children and Family Services for its' Supervision and Treatment Services for Juveniles Program (STSJP) for the purposes of promoting public safety and positive rehabilitative outcomes for said juveniles, in the least restrictive setting and in the youth's communities wherever possible.

The primary objective of this funding is the provision of comprehensive, coordinated services including evidence-based family intervention and respite housing in lieu of detention.

Nassau County's Juvenile Supervision and Treatment Services for Juveniles Program (STSJP) Plan will decrease detention and placement where it is not needed, match the level of services and supervision with the risk and need level of each youth and ensure that juvenile justice services are administered fairly and efficiently, through the Family and Children's Association, Inc.

Method of Procurement:

The contractor is a named participating agency in the County's Supervision and Treatment Services for Juveniles Program (STSJP) plan submitted to, and approved by, the New York State Office of Children and Family Services, for grant funding. *(See attached plan and notification letter.

Procurement History:

Renewal

Description of General Provisions:

The Department will refer up to Sixty (60) youth to the Contractor for services. Probation Intake will utilize the Detention Risk Assessment Instrument (DRAI) to determine a youth's appropriateness for release from detention and referral via Intake to the STSJP Program. Once the DRAI is completed, the need for respite or Mental Health Respite, Electronic Monitoring and/or Community-Based Supervision will be determined. Contact for Community-Based Supervision will be made within a 24-hour period. Upon receipt of the referral, the Contractor shall do an intake and case plan specific to the needs/strengths of the youth (and their families) and provide counseling, case management, crisis intervention and family support for a 60-day period with an optional additional 60 days if warranted (and approved by Probation.).

The Contractor shall provide referred youth with Community-Based Supervision services, including, but not limited to the following: Counseling, Case management, Family Support and Crisis Intervention for up to Twenty (20) youth and their families Countywide with an emphasis in the communities of Hempstead and Uniondale.

The Contractor shall provide training to referred youths and their families through the Strengthening Families Program (SFP)curricula, an evidence-based, family skills training program designed to increase resilience and reduce risk factors for behavioral, emotional, academic, and social problems in youth 3-16 years old. SFP comprises three life-skills courses delivered in 14 weekly, –two- hour sessions. The Parenting Skills sessions are designed to help parents learn to increase desired behaviors in children/youth by using attention and rewards, clear communication, effective discipline, substance use education, problem-solving and limit setting.

The Contractor shall provide therapy to referred youths through Moral Reconation Therapy (MRT), an evidence-based practice utilizing a cognitive behavioral approach. As such, MRT seeks to increase participants' reasoning levels to enhance their concern for the welfare of others. The model is designed to reduce risk factors that lead to youth involvement in the justice system by increasing moral reasoning through the use of curriculum-based individual and group counseling sessions.

The Contractor shall include the following Key Elements of Program Intervention in their services to the youth referred:

- All Community-Based Supervision services will flow from an initial Risk/Need; Assessment completed by Probation Intake;
- Services will take place during a 60 day period with an additional 60 day potential as determined by Probation;
- Services will be youth and family-focused;
- Intervention portable – home, school and community;
- Expectation that Community-Based Supervision will be made available within a 24-hour period (Friday will be connected Monday) and Mental Health Respite within a 10-12 hours;
- Evening Hours will be available.

Impact on Funding / Price Analysis:

Program is 62% funded by the New York State Office of Children and Family Services and 38% Local share by Nassau County Probation Department and Human Services.

Change in Contract from Prior Procurement:

Not applicable

Recommendation: **Approve as submitted**

Contract ID# CQPB17000004-01

Department: Probation

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	79
Resp:	PB79 DE500 X6
Object:	HSGEN1324 DE511
Transaction:	PBGEN1310 DE511

RENEWAL	
% Increase	0
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 90,440
Federal	$
State	$ 147,560
Capital	$
Other	$
TOTAL	$ 238,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PBGRT79X1NYS / YEAR X6 / DE500	$ 147,560
2	HSGEN1324 / DE511	$ 22,610
3	PBGEN1310 / DE511	$ 67,830
4		$
5		$
6		$
	TOTAL	$ 238,000

APPROVED: 4/27/17

INSURANCE SECTION

Document Prepared By: Dominick J. DiMaggio Jr. Date: 4/17/2017

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/3/17
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PROBATION AND FAMILY & CHILDREN'S ASSOCIATION, INC.

WHEREAS, the County has negotiated a personal services agreement with Family & Children's Association, Inc. to, among other things, utilize the Intake Assessment Worksheet ("Intake") to determine a youth's appropriateness for release from detention and referral via Intake to the STSJP program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Family & Children's Association, Inc.

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

1. **Vendor:** **Family and Children's Association, Inc.** CQPB17000004

2. **Dollar amount requiring NIFA approval:** $ **238,000.00**

   Amount to be encumbered: $ **238,000.00**

   This is a X New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term:** **10/01/16 – 9/30/17**

   Has work or services on this contract commenced? X Yes ___ No

   If yes, please explain: **Initial Delay by state in making funds available**

4. **Funding Source:**

   ___ General Fund (GEN)
   ___ Capital Improvement Fund (CAP)
   ___ Other

   X Grant Fund (GRT)
   Federal % ___
   State % 62
   County % 38

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

Has the County Legislature approved the borrowing? ___ Yes ___ No

Has NIFA approved the borrowing for this contract? ___ Yes ___ No

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

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

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

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

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

   CQPB17000003-01 4/1/16 – 9/30/16 $119,000.00
   CQPB15000005-01 4/01/15 – 3/31/16 $ 238,000.00

AUTHORIZATION

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

Signature Title Date 7/26/17

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Payment is not guaranteed for any work commenced prior to this approval.

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Family and Children's Association, Inc.

CONTRACTOR ADDRESS: 100 East Old Country Road, Mineola, NY 11501

FEDERAL TAX ID #: 1134220018-01

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☒ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). **SEE STAFF SUMMARY FORM FOR DESCRIPTION**

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

J Plackus

Department Head Signature

4/25/17

Date

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

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/11/17

1) Proposer's Legal Name: Family and Children's Association

2) Address of Place of Business: 100 East Old Country Road, Mineola New York 11501

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : (516) 746-0350

Does the business own or rent its facilities? Both

4) Dun and Bradstreet number: 068058114

5) Federal I.D. Number: 11-3422018

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X
Corporation X Other (Describe) 401 (3) c

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: Business leases office space in Corporate Headquarters.

8) Does this business control one or more other businesses? Yes X No ___ If Yes, please provide details: Affiliates with Long Island Council on Alcoholism & Drug Dependence.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _X_ No ___ If Yes, provide details. Affiliates with Long Island Council on Alcoholism & Drug Dependence

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No _X_ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No _X_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No _X_ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes _X_ No ___ If Yes, provide details for each such investigation. New York State Department of Labor Claim was made against Family and Children's Association and Nassau County totaling $226,000 for back wages related to benefit time accrued by a class of FCA/Nassau County Employees who were terminated in 2012. The Claim remains unresolved.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No _X_ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No _X_ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No _X_

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No _X_ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No _X_ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No _X_; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No _X_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
As to the best of my knowledge, NO CONFLICT EXISTS.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
As to the best of my knowledge, NO CONFLICT EXISTS.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
As to the best of my knowledge, NO CONFLICT EXISTS.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
SHOULD A POTENTIAL CONFLICT OF INTEREST ARISE, WE WILL CONTACT THE COUNTY AND BE GUIDED ACCORDINGLY

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include: SEE ATTACHED RESUME

i) Date of formation; 1998

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; NONE

iii) Name, address and position of all officers and directors of the company; BOARD OF TRUSTEES (See Attachment)

iv) State of incorporation (if applicable); NEW YORK

v) The number of employees in the firm; 325

vi) Annual revenue of firm; $20,000,000.00

vii) Summary of relevant accomplishments STEWARDSHIP REPORTS- (See Attachment)

viii) Copies of all state and local licenses and permits. NONE

B. Indicate number of years in business. Family and Children's Association was Incorporated in 1998-

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. SEE ATTACHMENT-

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County Department of Social Services

Contact Person Victoria Meyerhoefer, Director of The Office For the Aging

Address 60 Charles Lindbergh Blvd.

City/State Uniondale, New York 11553-3691

Telephone 1-516-227-8900

Fax # 1-516-227-8972

E-Mail Address Victoria.Meyerhoefer@hhsnassaucountyny.us

Company Nassau County Department of Social Sevices

Contact Person John Imhof, PhD. Commissioner

Address 60 Charles Lindbergh Blvd.

City/State Uniondale, New York 1153-3687

Telephone 1-516-227-8519

Fax #

E-Mail Address John.Imhof@hhsnassaucountyny.us

Company NY State Division of Justice Services

Contact Person Maura Gagan

Address New York State Division of Criminal Justice Services-Alfred E. Smith Building- 80 South Swan Street

City/State Albany, New York 12210

Telephone 1-518-485-9922

Fax #

E-Mail Address maura.gagan@DCJS.NY.gov

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jeffrey L. Reynolds, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31ST day of MARCH 2017

Mary A. Chiz
Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6169683
Qualified in Nassau County
Commission Expires April 2, 2019

Name of submitting business: Family and Children's Association

By: Jeffrey L. Reynolds
Print name

Signature

President/CEO
Title

3 / 31 / 2017
Date

Jeffrey L. Reynolds, Ph.D, CEAP, SAP

[redacted]

E-Mail: Dr.JeffreyReynolds@gmail.com

Dynamic and Committed Non-Profit Executive

Energetic mission-driven leader offering demonstrated success creating new community-based programs, building effective organizations and achieving operational efficiency for sustained growth.

Deep commitment to community health, wellness, prosperity and social justice through non-profit excellence with an emphasis on measurable outcomes.

Extraordinary ability to recruit, retain, motivate and win peak performance from multidisciplinary teams of employees and volunteers.

Recognized public affairs skills and outstanding reputation among elected officials, media professionals, corporate sponsors and community leaders.

Broad foundation of senior management expertise gained through 25+ years of diverse experience providing frontline services, mobilizing communities and managing programs for success.

Highest level of personal and professional integrity with a passion for challenge and commitment to exceeding all expectations and objectives.

Core competencies

Organizational Development	*Strategic Alliances*	*Fiscal Planning & Budgeting*
Program Evaluation	*Change Management*	*Social Entrepreneurship*
Online/Offline Marketing	*Government Relations*	*Grant Proposal Writing*
Media Relations	*Grant Management*	*Corporate Sponsorships*
Collaborative Leadership	*Public Speaking*	*Community Building*

Education

Doctor of Philosophy (Ph.D) in Social Welfare (2007)
School of Social Welfare
Stony Brook University, Stony Brook, NY
Dissertation: ***Using the Transtheoretical Model of Behavior Change to Explore Substance Use Patterns and HIV Risk Behaviors in a Suburban Sample***

Master of Public Administration in Health Administration (1997)
College of Management, School of Public Service
Long Island University, Brookville, NY

Bachelor of Arts in Psychology (1[illegible])
Dowling College, Oakdale, NY

Professional Experience

Long Island Council on Alcoholism & Drug Dependence, Inc. (LICADD)
Mineola, NY
March 2009 - Present *Executive Director*
Reporting to a 23-member Board Of Directors, manage all aspects of a non-profit agency dedicated to assisting individuals and families struggling with addiction and preventing the early onset of substance abuse among young people.

- Supervise management and senior clinical staff, providing ongoing support, guidance and training so as to ensure program effectiveness and achievement of all contractual goals.

- Oversee the expansion of agency services, including LICADD's chemical dependency services including SBIRT, planned family interventions, relapse prevention programs, and the adoption of *Too Good for Drugs*, an evidence-based K-12 substance abuse prevention intervention.

- Re-branded and presently manage LICADD's Employee Assistance Program (EAP) which serves more than 70,000 employees of labor unions, school districts, corporations and municipalities in the tri-state area.

- Wrote, won and managed a U.S. Department of Health and Services grant totaling $300,000 for a new Mentoring Children of Incarcerated Parents grant.

- Wrote, won and managed a NYS Department of Health AIDS Institute grant to conduct an overdose prevention program and create a heroin brochure targeted at teens.

- Represent LICADD on various task forces, community workgroups and advisory boards and serve as a speaker at professional conferences, community forums and before government bodies.

- Serve as an agency spokesperson for media interviews and represent LICADD on various community task forces.

- Increased revenues from 500K/year to $1.365M/year and increased total number of families served by 750% since 2009.

BiasHELP, Inc.
Hauppauge, NY
July 1997 – March 2009 *Co-Founder/Chief Operating Officer*
Managed day-to-day operations of a non-profit agency dedicated to assisting victims of hate crimes, providing community-based violence prevention services and advocating for public policies to address hate crimes, youth violence, bullying, cyberbullying and discrimination.

- Supervised educational staff, providing ongoing support, guidance and training so as to ensure program effectiveness and achievement of all contractual goals.

- Served as the primary liaison to all federal, state and local funders, chair site visits and prepared written/oral reports for both funding sources and BiasHELP's board of directors.

- Helped secure more than $1 million in grants, sponsorships and contributions from corporations including Bank of America, Northrop Grumman, and Roslyn Savings Bank as well as foundations such as the Long Island Community Foundation and the Charitable Ventures Fund.

• Helped secure and manage more than $3 million in bi-partisan government funding including a $500,000 Congressional earmark administered by the U.S. Department of Justice, $250,000 in NYS Senate and Assembly Member items, and ongoing grants from the Suffolk County Office of Minority Affairs.

• Wrote, won and successfully managed a two-year SAMHSA-funded Youth Violence Coalition that brought together law enforcement officials, former gang members, school representatives, social workers, media professionals, youth and families.

• Wrote, won and managed a Communities Empowering Youth grant ($500,000) administered by the Administration for Children and Families designed to enhance the capacity of local youth-serving faith-based and non-profit organizations.

• Wrote, won and managed a NYS Division of Criminal Justice Services (DCJS) grant to provide an evidence-based intervention to address violence among Hispanic girls at Brentwood Middle School.

• Secured international media coverage for BlackHELP after successful convincing Yahoo and Ebay to halt auction sales of Ku Klux Klan and Nazi paraphernalia.

• Wrote and helped design agency annual reports, brochures, newsletters and other promotional materials.

Long Island Association for AIDS Care, Inc. (LIAAC)
Hauppauge, NY

2007 - 2009 *Public Affairs Consultant*
Responsible for providing strategic guidance and assistance related to government affairs, resource development, public relations, strategic marketing, and communications.

• Edited annual reports, HIV prevention materials and grant applications.

• Served as a key liaison to elected officials, particularly at a state level, conducting in-district and Albany-based meetings, delivering testimony at public hearings and creating position papers.

• Conceived and executed a major marketing campaign to re-engage out-of-care HIV-positive individuals. Designed and supervised the production of bilingual television, radio, online and print Public Service Announcements and coordinated all media placements. Extended campaign with brochures, posters, a dedicated website and bus advertisements.

• Secured Hepatitis C. funding from the NYS Senate, crystal methamphetamine prevention funding from the NYS Assembly and STD funding from the NYS Department of Health to advance LIAAC's continued diversification.

• Served as a conference presenter and trainer on program sustainability for SAMHSA mental health/substance abuse treatment grantees.

1997 - 2007 *Vice President for Public Affairs*
Reporting to the President/CEO, responsibilities included: Development, oversight and implementation of annual public policy advocacy agenda; participation in various community events and on various community planning bodies; preparation and delivery of testimony before local, state and federal governmental bodies, conference presentations addressing such issues as harm reduction, confidentiality, discrimination and bioethics, outreach and education surrounding the socio-political

implications of the AIDS epidemic; media outreach to insure accurate and comprehensive news coverage of HIV-related issues; organizational planning for agency development events; preparation and submission of foundation grant applications; supervision of department staff; and editing of bimonthly agency newsletter, annual report and other agency publications.

• Led a development team responsible for the production of AIDS Walk Long Island, Chef's Secrets, a golf outing, cycling event, and other fundraisers. Negotiated sponsorships with high net worth individuals, major corporations, small businesses and media outlets.

• Directly secured more than $5 million in new government grants, foundation grants, sponsorships and individual gifts.

• Acted as media spokesperson and secured thousands of national, regional and local media placements.

• Supervised production of all printed materials, television spots, radio ads, billboards and websites, including an online cyclist pledge system, which doubled event revenues.

• Strengthened LIAAC's influence in the public policy arena, creating white papers, spearheading grassroots advocacy activities and ultimately helping to secure passage of key pieces of legislation.

• Led qualitative and quantitative evaluation of federally funded HIV-testing program.

• Served as a key member of agency management team, engaged in strategic planning, financial forecasting and ongoing assessment of agency staff and programs.

1995 - 1997	*Director of Policy and Public Relations*
1994 - 1995	*Deputy Director, Public Policy and Community Development*
1991 - 1994	*Advocacy and Communications Coordinator*
1989 - 1991	*Volunteer/Client Services Liaison*

VICTIMS INFORMATION BUREAU OF SUFFOLK COUNTY (VIBS)
Hauppauge, NY

1988 - 1989 *Social Work Advocate*

Responsibilities included: Assisting and advocating for victims of domestic violence, rape, incest and sexual assault including: counseling victims in regard to their legal rights and option; escorting victims through such agencies as hospitals, probation, the District Attorney's office and Family, Supreme and Criminal Courts in an effort to ensure that proper treatment and services are given; crisis intervention on emergency hotline; screening and assessment of clients seeking counseling services; and a sound knowledge of the changing laws involving victim's rights.

Community Activities

2013 – Present	Member, Hazelden National Adolescent Treatment Advisory Board
2013 – Present	Member, Briarcliffe College Business Advisory Board
2013 – Present	Chair, Nassau County Youth Board (Appointment)
2012 – Present	Member, Drug Enforcement Agency (DEA) Prescription Drug Working Group
2013 – Present	Member, Mental Health Association of Suffolk Advisory Board
2012 – Present	Co-Chair, Suffolk County Sober Home Oversight Board (Appointment)
2011 – Present	Member, Suffolk County Welfare to Work Commission (Appointment)
2009 – Present	Executive Committee Member, Nassau County Heroin Task Force

1994 – Present Vice Chair, New York State AIDS Advisory Council
Appointed in April 1994, reappointed March 1995, 2009, 2011 by NYS Senate Majority Leader

- Chair, Subcommittee on the NYS Budget
- Co-chair, Subcommittee on Criminal Defendant HIV Testing
- Co-chair, Subcommittee on NYS Newborn HIV Testing Regulations
- Co-chair, Ad Hoc Subcommittee on HIV/AIDS and Welfare Reform
- Member, Subcommittee on Harm Reduction
- Member, Subcommittee on HIV/AIDS Surveillance/Partner Notification
- Member, NYS Evaluation Committee, Expanded Syringe Access Program (ESAP)

2010 – 2012 Chair, Suffolk County Heroin/Opiate Advisory Panel (Appointment)
2009 – 2012 Board Member, Long Island Recovery Association
2007 – 2012 Assistant Clinical Professor, Stony Brook University
2007 – 2012 Consultant/Conference Presenter, Staffing Consulting for SAMHSA
1997 – 2005 Member, Huntington Town Anti-Bias Task Force
1993 – 1995 Member, Suffolk County Anti-Bias Summit
1992 – 1995 Member, NYS AIDS Housing Advisory Committee
1992 – 1998 Board Member, New Yorkers for Accessible Health Coverage
1992 – 1997 Board Member, Policy Advisory Committee, NB Ryan White Network
1991 – 1995 Board Member, LI Coalition for a National Health Plan
1987 – 1997 Board Member, Suffolk Chapter, New York Civil Liberties Union
Board Chair, 1992-1993
1990 – 1996 Member, Catholic Charities Coalition for People with Disabilities
1992 – 1994 Board Member, New York AIDS Coalition (NYAC)
1991 – 1994 Member, Steering Committee, Center for Prejudice Reduction

Honors and Awards

2013 Times of Smithtown Man of the Year
2013 Caron Treatment Centers Distinguished Professional Award
2012 Long Island Press Power List
2012 Simple Hope Foundation Community Leadership Award
2011 Long Island Press Power List
2010 Long Island Press Power List
2000 Long Island University, College of Management – Outstanding Alumnus Award
1999 Long Island Press Club Award for Business Reporting
1998 New York AIDS Coalition Advocacy Award

Major Presentations

Invited to testify on numerous occasions before the Nassau and Suffolk County legislatures on and other governmental bodies including: the NYS Senate Task Force on Health Care, the NYS Assembly Standing Committee on Insurance, the NYS Assembly Health Committee, and the NYS Assembly Social Services Committee. Adjunct Professor teaching courses on public health interventions and ethics at Stony Brook University. Guest lecturer at Adelphi University, Long Island University, Hofstra University and a variety of other educational institutions. Conducted leadership trainings for the New York AIDS Coalition, the Huntington Chamber Foundation, the Nassau County Police Department, and the Town of North Hempstead. Conducted more than 500 trainings on public health, addiction and parenting for school districts, community groups and corporations. Presented 19 formal papers at professional/academic conferences, including the federal Centers for Disease Control's Health Communications Conference in 2011 and the Employee Assistance Professionals Association World Conference in 2013.

Publications

Authored more than 300 news and op-ed articles that have appeared in a wide variety of publications including: *Newsday, The Long Island Press and Long Island Business News*. Author of *Reclaiming Lost Voices: Children Orphaned by HIV/AIDS in Suburbia* (Huntington Station, New York: LIAAC 1998), "To Tell or Not to Tell: Disclosing Your HIV Status" in *Positive Options: A Handbook for People Living with HIV* ed. K. Timour (New York: Body Positive 1995); *Mastering the Maze: A Consumer's Guide to HIV/AIDS and Welfare Reform* (Huntington Station, New York: LIAAC 1998); *Sacrificing Science and Sensibility; How Squeamishness over Syringes is Stalling Public Health Efforts on Long Island* (Huntington Station, New York: LIAAC 1999)

Interviews

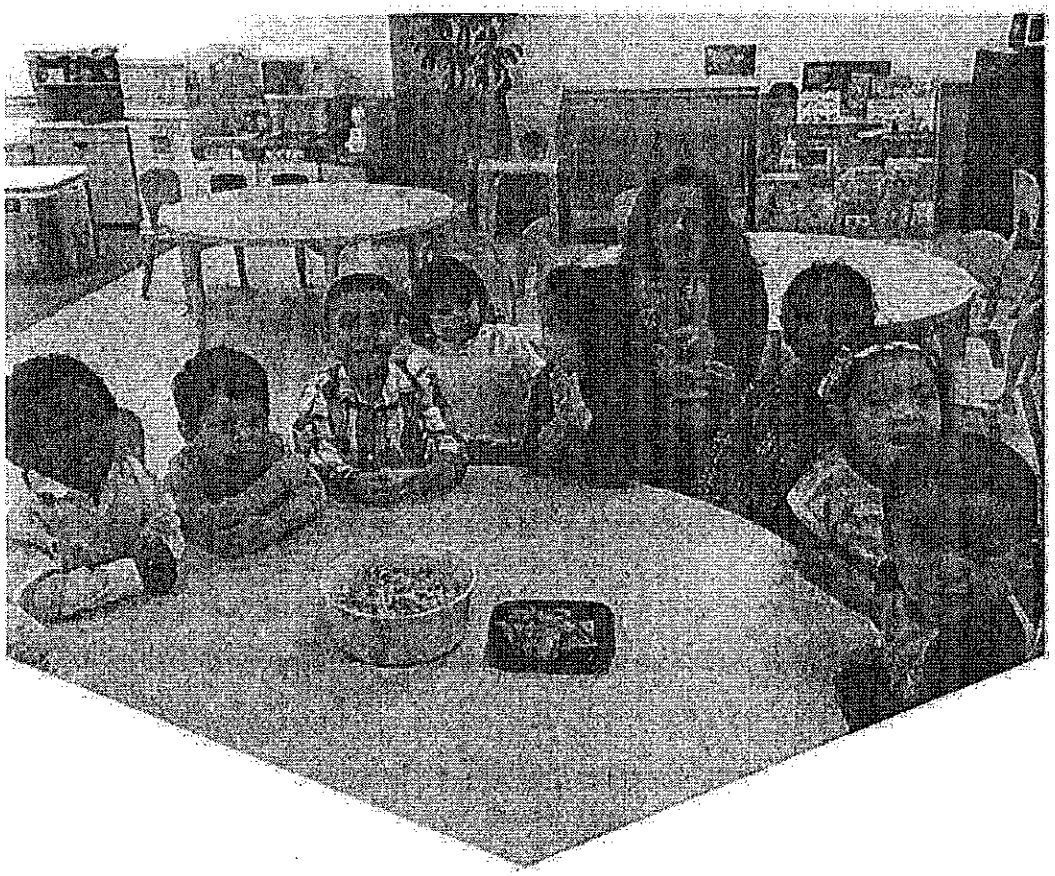
Consistently used as an expert source of substance abuse, addiction, HIV/AIDS and human/civil rights information in a wide variety of local and national radio, television and print outlets including: CNN, Bloomberg.com, MSNBC, CBS Evening News, News 12, Newsday, The New York Times, Wall Street Journal, Daily News, Eyewitness News, USA Today, and National Public Radio. Profiled in Newsday cover story on White House Conference on AIDS (Plane from Suburbs at White House, December 6, 1995). Interviews total more than 1500 in over 250 local, national and international media outlets.

Additional Credentials/Certifications

U.S. Department of Transportation-Qualified Substance Abuse Professional (2012)
Certified Employee Assistance Professional (2011)
Certified Anger Management Professional (2010)
Notary Public, State of New York, County of Suffolk (1989)

BOARD OF TRUSTEES

Title	First Name	Last Name	State	Home Address	Home Town	Home	Officer Title
Mr.	Donald	Abrams	NY	[redacted]			
Mr.	Adam	Blank	NY	[redacted]			
Mr.	Peter J.	Bogan	NY	[redacted]			
Mr.	Daniel	Brown	NY	[redacted]			
Mr.	Rich	Cavallaro	NY	[redacted]			
Ms.	Rosanne	Cavallaro	NY	[redacted]			
Dr.	John	Cerrato	NY	[redacted]			
Mr.	Drew	Crowley	NY	[redacted]			Board of Trustees, Chairman
Mr.	David	Landau	NY	[redacted]			
Mr.	H. Richard	Grafer	NY	[redacted]			Board of Trustees, Vice Chairman
Mr.	Daniel	Griesmeyer	NY	[redacted]			
Ms.	Judy Sandford	Guise	NY	[redacted]			Board of Trustees, Secretary
Mr.	Michael	Monahan	NY	[redacted]			
Ms.	Dorothy	Jacobs	NY	[redacted]			
Mrs.	Angela	Jaggar	NY	[redacted]			
Mr.	Bernard	Kennedy	NY	[redacted]			
Mrs.	Hope	Lapsley	NY	[redacted]			
Ms.	Donna	Lewis	NY	[redacted]			
Mr.	David	Lyons	NY	[redacted]			
Mr.	Gerard	Jones	NY	[redacted]			
Mr.	Joseph	Patellaro	NJ	[redacted]			
Ms.	Patricia	Pryor Bonica	NY	[redacted]			
Mr.	Scott	Treiber	NY	[redacted]			
Ms.	Delores	Smalls	NY	[redacted]			
Mr.	Charles	Strain	NY	[redacted]			
Mr.	Robert	Schwerdel	NY	[redacted]			Board of Trustees, Treasurer
Mr.	William	Thornton	NY	[redacted]			
Mr.	Charles	Trunz III	NY	[redacted]			
Mr.	Wayne	Wink, Esq.	NY	[redacted]			
Mr.	Jeffrey	Reynolds	NY	[redacted]			FCA President/CEO
Ms.	Mary Ann	Vassallo	NY	[redacted]			FCA Chief Financial Officer
Mr.	Donald	Holden	NY	[redacted]			FCA Chief Development Officer
Ms.	Lisa	Burch	NY	[redacted]			FCA Chief Operating Officer



PROVIDING HELP & HOPE

Family & Children's

A Community of Caring

2015 ANNUAL REPORT

Board of Trustees

OFFICERS

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Charles Trunz III, COMMUNITY ADVOCATE
Wayne H. Wink, Jr., Esq., GERSTMAN, SCHWARTZ & WINK

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Jamie Schwartz, LCSW-R, CASAC, ASSISTANT VICE PRESIDENT, BEHAVIORAL HEALTH
Lisa Stern, LCSW-R, ASSISTANT VICE PRESIDENT, SENIOR & ADULT SERVICES
Donna Teichner, LCSW, ASSISTANT VICE PRESIDENT, PREVENTIVE SERVICES

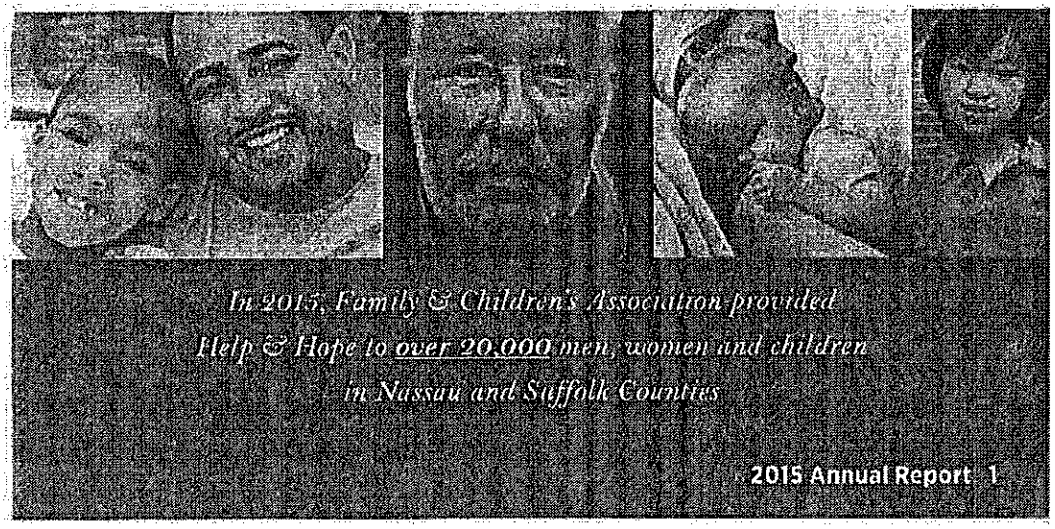
*As of June 13, 2016

Family & Children's

A Community of Caring

OUR MISSION
PROTECT & STRENGTHEN

Family & Children's is dedicated to protecting and strengthening Long Island's most vulnerable children, youth, seniors, veterans, families and communities. We offer assistance to those who are experiencing social, emotional and economic challenges.



Dear Friends of FCA,

On behalf of our Board of Trustees, dedicated staff and loyal volunteers, we are proud to present you with our 2015 Annual Report. Though it's almost impossible to capture a year's worth of work in a few pages, paragraphs and pictures, we've included some highlights, client stories and key performance indicators that help tell our story.

We continued our agency re-organization in 2015, expanded our leadership team, launched several new programs and fulfilled a promise to Long Islanders we first made more than 130 years ago.

The nonprofit sector is in the midst of incredible turmoil and behavioral health, in particular, is undergoing significant changes in both its financing and service delivery. Here at FCA, we're embracing these changes, positioning ourselves for success and creating new partnerships that will produce measurable, sustained results for our region's most vulnerable populations.

With renewed financial stability, an incredibly gifted team and a laser-focused commitment to excellence we will soon unveil *FCA 2020*, a comprehensive blueprint for our continued progress as one of Long Island's largest nonprofits. We are thrilled that you've been part of our historic success and even happier to call you family.

Sincerely,

Jeffrey Reynolds, PhD
President/CEO

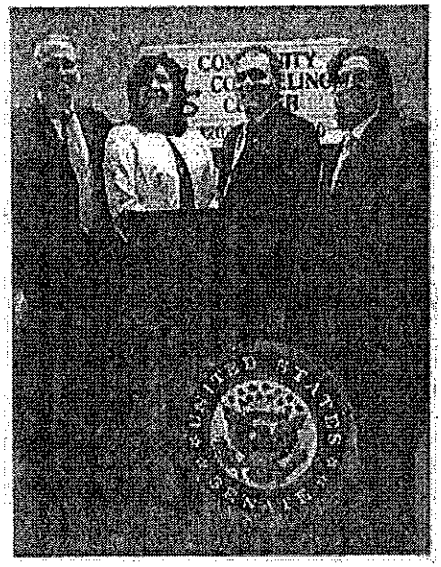
Drew Crowley
Chairman,
Board of Trustees

FCA & LICADD ANNOUNCE STRATEGIC PARTNERSHIP

In 2015, Family and Children's Association (FCA) and The Long Island Council on Alcoholism and Drug Dependence (LICADD) entered into a strategic partnership that will consolidate administrative functions, reduce operating expenses and most importantly, create a seamless continuum of care for individuals and families struggling with addiction. Under the new arrangement, LICADD has become an affiliate of FCA.

Together, the agencies now offer a full array of addiction services ranging from school-based prevention programs, to mental health/substance abuse screenings, to brief interventions and NYS-licensed outpatient treatment, to recovery support and relapse prevention. Additional services offered by the agencies include: youth mentoring, services for military veterans, children's mental health services, transitional housing and professional continuing education programs.

Under the formal agreement, LICADD will retain its identity, its 501 (c) 3 nonprofit status and existing programs for the foreseeable future. FCA will help the agency manage staff, finances, existing grants and new opportunities in the rapidly evolving behavioral health marketplace.



FCA President/CEO Dr. Jeffrey Reynolds and LICADD Executive Director Steve Chassman, along with Nassau County District Attorney Madeline Singas and NYS Assemblyman Joseph Saladino, recently participated in a press conference hosted by Senator Kirsten Gillibrand discussing the need for stricter guidelines regarding opioid prescriptions.

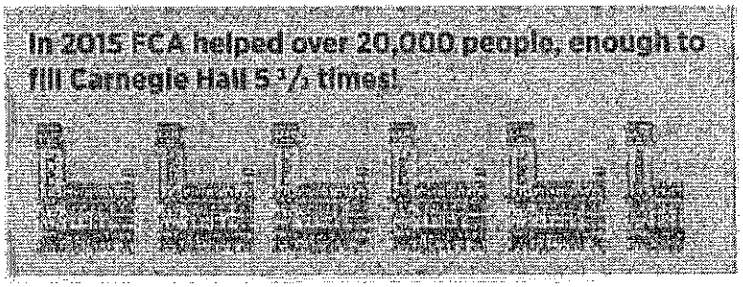
MEETING OUR GREATEST CHALLENGES

For more than 130 years, FCA has offered help and hope to millions of Long Island's most vulnerable men, women and children by providing vital services such as career counseling, education, support services and housing, to name a few.

It's all over the news... Long Island has been plagued by a staggering number of deaths tied to substance use disorders. Latest estimates indicate a record 442 people died from opiate overdoses on Long Island in the past year.

Add to that the problems faced by an aging population. In Nassau County alone, there are about 300,000 people who are age 55-plus. Failing health is just one of the problems faced by our senior population. Other factors such as declining mental abilities, change in economic status, lack of transportation, financial scams, utility shut-offs, and possible homelessness create a bleak picture.

The good news is that FCA has streamlined its operations to better serve runaway teens, homeless youth, at-risk students, veterans, families in crisis, seniors, and the working poor. We offer a variety of life-changing programs that fall into one of our three main divisions: Preventive Services, Senior Services, and Behavioral Health.



It is our hope that you will take a moment to learn more about the programs offered by FCA. You might even consider volunteering or making a financial contribution. After reading about the work we do, you might wish to help a friend or loved one take the first step towards recovery or renewal.

Our goal is to provide help and hope to those who need us the most...won't you join us? Please read on to learn more...

Photos have been altered to protect client confidentiality.

Here is a letter from a grateful mother who found care for her toddlers while caring for a sick infant through the Nursery Co-Op program within FCA's Behavioral Health Division:

After giving birth to my third child, my joy quickly turned to fear when I was told that my new baby would require multiple surgeries to correct a birth defect. Thankfully, the Nursery Co-op was there to care for my toddlers while I went back and forth to the hospital with my infant. I can't express how grateful I am for the help and knowing that they were being well cared for while my husband went to work and I navigated the frightening world of medicine. I'm happy to report that our baby had several surgeries and is doing much better. I don't know where we would be if it weren't for your help and support."

FCA's Preventive Services Division provides safety-net programs to children and families who are at risk, homeless or struggling with a host of difficulties including substance use disorder, mental health issues, domestic violence or chronic poverty. As change agents, the staff of FCA empower our youth and families in their decision-making abilities and help them develop the skills needed to live independently, often breaking multigenerational cycles of poverty and neglect.

Preventive Services Division

EMPOWERING WITH HOPE AND PURPOSE

At FCA, we understand that the challenges placed on families may seem insurmountable....substance abuse, violence, financial instability and homelessness. That is why we have made it our sole mission to support children, young adults and families who are vulnerable, homeless, experimenting with drugs and alcohol and/or are at high-risk for developing behavioral health issues.

Although the programs and services of the Preventive Services Division are varied, the goals are the same—to empower disenfranchised youth and their families with a sense of hope and purpose and to help them on the road towards self-sufficiency and independence.

The Preventive Services Division consists of 8 programs, including 2 residential shelters for runaway and homeless youth.

Programs Offered By the Preventive Division:

- **Family Support** protects at-risk children who face foster care by strengthening their parents' ability to care for them safely at home.
- **PACT** (Parents and Children Together) provides education to pregnant and parenting teens; many of whom speak English as second language.
- **STARS** (Safe Transitions and Reunification Services) helps unaccompanied minors who have fled life threatening circumstances from their countries of origin to re-unite with their parents or caregivers in the NY area.
- **Project Independence** provides independent living skills, training and services to young people with multiple traumas who are aging out of the foster care system.
- **SNUG** is an anti-violence program that works with area residents, businesses and community-based organizations to create strategies that will reduce gun violence in the Village of Hempstead.

- **Detention Diversion** provides family mediation and case management services to young people in an attempt to keep them from descending deeper into the juvenile justice system.

Shelters:

- **Nassau Haven** is a 30-day emergency shelter for young people who are homeless or in crisis and in need of a place to live or rest.

- **Walkabout** is a transitional living program for formerly homeless youth (ages 16-20). It provides both residential and ongoing case management services in order to prepare them for independent living.

FCA is proud to report that this team provided services to 2,400 people and impacted an additional 460 people through direct community outreach and workshops in 2015. It is our hope that clients who participate in our programs will gain the skill sets necessary to become stronger and healthier.

Since education is key to breaking the cycle of poverty, FCA is proud of our career counselors whose mission is to help our clients obtain higher paying jobs. Walkabout residents earned a cumulative $171,000 in 2015. Also in 2015, 59 young people were the recipients of FCA scholarships and are currently attending college or a vocational program.

The Preventive Division is especially proud of our **SNUG Program** (SNUG = guns backwards), which is dedicated to reducing and preventing shootings and killings in the Village of Hempstead. SNUG incorporates public education campaigns and cooperation with local law enforcement, including the Hempstead Police Department.

Based on a program developed in Chicago in the 90's, the Cure Violence Health Model has shown statistically significant reductions in violence. Funding for the FCA SNUG initiative is provided by NYS Division of Criminal Justice Services. SNUG is a collaborative partnership between FCA, the Nassau County District Attorney and the Hempstead Village Police Department.

Select Preventive Service Division Outcomes:

- Successfully kept 99% of the families served in our Family Ties and Family Support program intact.
- SNUG saw a 60% reduction in shooting incidents over the course of the year.
- 100% of the youth served at Walkabout acquired the skills needed to live independently.
- 76% of our Project Independence youth showed an improvement in independent living skills.

In 2015, FCA's Behavioral Health Division helped nearly 2,000 people cope with a variety of issues, including substance use disorders, homelessness and psychiatric disorders. Each member of the Behavioral Health Division has received specialized training in dealing with the specific problems faced by people of all ages living with these devastating challenges.

Behavioral Health Division

PROVIDING HOPE FOR PEOPLE BATTLING ADDICTION OR BEHAVIORAL HEALTH CONCERNS

FCA's Behavioral Health Division works with adults and youth who are suffering with substance use disorders and behavioral health issues. We have assembled a team of specially-trained substance abuse counselors, psychiatrists, social workers and nurse practitioners whose mission is to help individuals, couples and families find a path to recovery.

It is important to understand that people living with substance use and behavioral health disorders recover more quickly when they receive the support of family and friends. For that reason, FCA reaches out to our clients' loved ones to keep them actively involved in recovery efforts. In addition, we provide respite and childcare to parents who become exhausted from the unrest at home and desperately need enhanced support.

The primary goal of the Behavioral Health Division is to help people living with mental health issues return to their homes and communities. We understand that these individuals and the people who love them are often frightened and overwhelmed. FCA believes that each one of our clients is entitled to compassionate care in a warm and nurturing environment.

In 2015, the Behavioral Health Division provided treatment to 1,740 people. Our message is clear—"FCA is here to help and support you during treatment. You are not alone—and there is hope."

Programs Offered By the Behavioral Health Division:

- **Hempstead Family Treatment and Recovery** and **Hicksville Counseling Centers** - licensed outpatient chemical dependency treatment programs offering the continuum of individual and group treatment to help clients abstain from drug and alcohol use.

- **Home and Community Based Services (HCBS)** - provides home and community-based case management and supportive services for children

between the ages of 5-18 who face hospitalization due to an emotional disturbance.

- **Family Center** - Nassau and Suffolk - provides support to families whose children (ages 5-18) have received a diagnosis of Serious Emotional Disturbance.
- **Children's Case Management** - provides support services to children who are at-risk for psychiatric hospitalization or placement.
- **PINS Diversion (Persons in Need of Supervision)** - helps young people avoid entry into the juvenile justice system.
- **Family Mediation** - offers short-term counseling to youngsters and families experiencing conflict in the home.
- **West Nassau** - a 24-hour supervised community residence that serves adult men and women who suffer from mental illness. The residential program helps clients learn the skills necessary to move on to a more independent living environment.
- **Lakeview House** - a community residence for adolescents with severe emotional impairment who require a structured setting in the community.

The landscape of behavioral health services is rapidly changing, including a move toward Medicaid Managed Care, Health Homes and DSRIP (the Delivery System Reform Incentive Payment program). FCA has been monitoring these changes and, in 2015, signed an agreement with the **Hudson River HealthCare** Children's Health Home to be a Care Management Agency (projected to begin enrolling children in October 2016).

In anticipation of our role with the Health Home, FCA was awarded a contract from Nassau County to be the sole provider of **Children's Case Management** services for children between the ages of 5 and 18 who are diagnosed with SED (serious emotional disturbance). The addition of case management services has enhanced the continuity of care we are able to provide to children and families. In addition to offering three different levels of care for intensive in-home mental health services (**HCBS, Intensive** and **Supported Case Management**) for children, FCA is now considered to be the primary provider for Nassau County, both in the number of programs and the number of clients served.

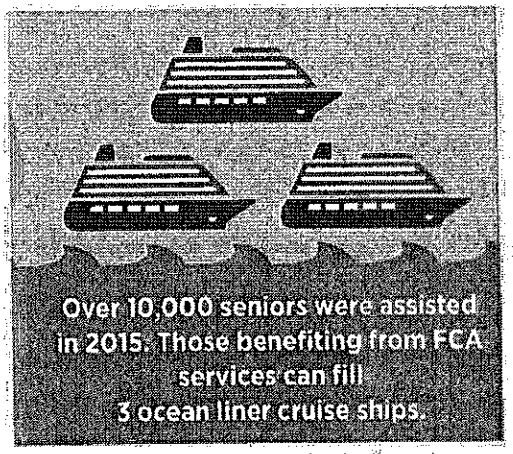
Select Behavioral Health Division Outcomes:

- Successfully kept 100% of the residents served at West Nassau out of expensive institutional care.
- 96% of our PINS Diversion clients were successfully diverted from family court involvement and out-of-home placement.
- 100% of our Family Center children remained at home with their families upon discharge from the program.
- 87% of the youth in our Lakeview community acquired the skills needed to improve their communication and ability to interact positively with others.

The services FCA provides allow seniors to live independently and safely in their homes. The funding associated with these programs represents a fraction of the cost of providing seniors with avoidable institutional, long-term care.

Senior Division

STRENGTH IN NUMBERS



The numbers are in, and they are staggering. In 2015, Nassau County was home to more than 300,000 seniors age 55 plus. Thanks to the variety of programs and services offered by FCA's Senior Division, more than 10,000 members of this vulnerable population (including those who are able to live at home and those who currently reside in adult, nursing or assisted living facilities) were served by FCA.

What that means is that 3.3% of Nassau County's senior population has been helped through our network of services specifically designed to ensure their safety while maximizing their independence and improving their overall quality of life.

At the heart of the Senior Division is the understanding that the majority of seniors want to age in place and remain at home. They wish to live out their remaining years in a dignified manner feeling respected and hopeful.

Programs offered by the Senior Division include:

Senior Financial Counseling - provides financial assistance, guidance and advocacy to help resolve debt, mortgage and tax issues.

HIICAP (Health Insurance Information Counseling & Assistance Program) - provides the latest health care options to seniors at no cost.

Bill Payer - provides monthly assistance to help visually impaired or physically challenged seniors organize and pay their bills to prevent harassment from creditors or shut-offs by utilities.

CHEC (Counseling for Home Equity Conversion) - offers a HUD-certified counselor to help seniors understand the reverse mortgage process.

Case Management and In-Home Assistance Program (EISEP) - provides help to seniors by connecting them with in-home services so they can remain safely and independently at home.

Ombudservice - engages trained volunteers who work as resident advocates for seniors living in nursing, adult and assisted living homes.

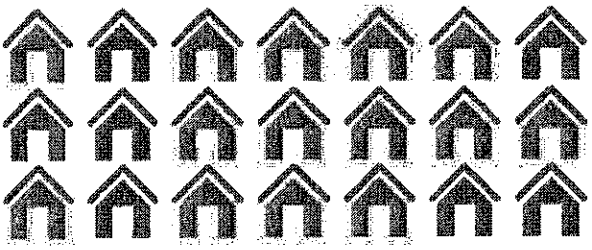
SAFE and **HEAP** - provide heating fuel to low-income seniors.

Veterans Residence - Provides permanent housing for up to eight honorably discharged veterans seeking quality, affordable, and substance-free accommodations in the community.

Friendly Visitors - Implemented in 2015 through the generosity of the Manhasset Community Fund's Greentree Foundation, senior residents from the Town of North Hempstead can be connected with a friendly visitor who pays a social visit for at least one hour weekly to address feelings of isolation and hopelessness. The program began with 23 matches and provided over 600 hours of socialization to isolated seniors.

As we look towards the future, FCA is committed to addressing issues of most concern to seniors as the population grows and becomes increasingly frail. Adding to this imperative is the knowledge that three out of every four people age 50 and over lack the funds to pay for long-term care expenses. We understand that community, home-based services are the most cost-effective way for us to assist the growing number of frail and isolated seniors.

On behalf of the 10,000 seniors whose lives are impacted by the programs and services we offer, FCA continues to search for more creative ways of keeping this fragile population happy and healthy.



In 2015, Family & Children's provided 18,200 gallons of home heating oil & gas to seniors, fueling over 22 homes for a full year.

Based on 2011 average annual Long-Island fuel consumption which was 800 gallons of oil. www.ohill.org/oilheatinfo.php

Select Senior Division Outcomes:

- 98% of seniors served in our case management program were able to remain in their homes.
- Senior Financial Services provided 565 seniors with financial assistance, guidance and advocacy to help resolve debt, mortgage and tax crises.
- Over 600 hours of socialization were provided to the elderly by FCA's Friendly Visitor volunteers.

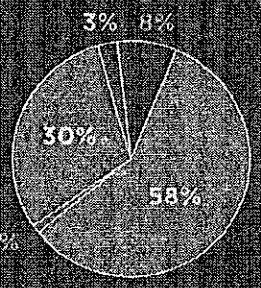
Here is a letter from a grateful daughter who found help, direction and support for her father from FCA's Senior Division:

"Just wanted to let you know I contacted your office several months ago for help with my father. My sister and I were very overwhelmed with trying to help him. We contacted Eileen and she was a wonderful help to us. She pointed us in the right direction when we were totally lost on what to do. She was very knowledgeable and really helped us a lot. She checked in with us periodically to see how everything was going and to see if we needed any more help. She was a big help when we needed it and it is very much appreciated."

Family & Children's
A COMMUNITY OF CARING

ANNUAL REPORT

INCOME 2015

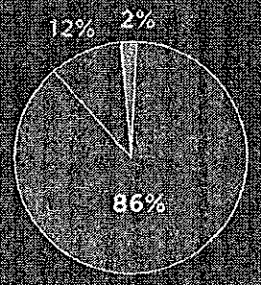


FISCAL YEAR ENDING

INCOME	2015
Contributions	$ 1,660,401.00
Government	$ 11,312,199.00
Investment	$ 105,843.00
Medicaid/Medicare	$ 5,846,152.00
Fees/Other Income	$ 662,218.00
Grand Total	$ 19,586,813.00

EXPENSES	
Program Services	$ 17,164,791.00
Management & General	$ 2,429,201.00
Fundraising Services	$ 439,341.00
Total Expenses	$20,033,333.00
Net Income	$ (446,520.00)

EXPENSES 2015



THANK YOU TO OUR 2015 SPONSORS & DONORS

FCA is grateful for the continued support of many compassionate neighbors. We wish to thank all of our donors whose ongoing generosity and vision enable us to provide help and hope for the vulnerable populations we serve.

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Daphne Patterson
Mr. David Penn
Mr. Brian Pepper
Pepsico
Mr. James Pezzella
Mr. & Mrs. Sean Phillips
Phillips Brokerage of Bayside
Mr. Jason Piecora
Ms. Jackie Pierangelo
Mr. & Mrs. Allen Pisani
Pitta & Giblin
Mrs. Mary L. Polak
Ms. Saundra Pope
Ms. Patricia Pozin
Mary Price
Prime Petroleum Corp.
Ms. Adeline Quinn
Alex Ramo
Mr. Ronald Ranum
Ms. Mary Jean Reilly
Ronald & Angela Rich
Mrs. Barbara Volpe Ried
Mr. Carlos Rodriguez
Mrs. Eileen Roman
Mr. & Mrs. William Roth
Mr. Stephen Rubin
Dr. Jeffrey Rush
Mr. & Mrs. Edward J. Ryan
Mr. Kevin Ryan
Ryan Realty Co. Inc.
Ms. Marcy Safyer
Mrs. Elizabeth Salguero
Mr. Roger Santos
Mr. Anish Saraf
Sarap Inc.
Megan Scheuerman
Mr. & Mrs. Peter Schneider
Martin & Jane Schwartz
John Seifert
Dr. & Mrs. John Sheehy
Ms. Louise Shohet
Mrs. Peggy Sicari
Sidhal Industries LLC
Ms. Wendy Skinner
Ms. Andrea Small
M. Ashutosh Somani
South Bay Club
Mr. & Mrs. James Stillwaggon
Mr. & Mrs. Alan Stopek
Suffolk County Detectives Assoc.
Suffolk County PBA
Sunrise Laurelton
Lodge Foundation
Sunset Sales Inc.
Mr. Marc Suntup
Superior Officers Association
Ms. Donna Teichner
Temple Israel of Great Neck
Testa Brothers Ltd.
Ms. Marguerite Toscano
Mr. John Troisi
Mr. Lawrence Troisi
Brian Tucci
Uniformed Fire Alarm Dispatchers
Unitarian Universalist Congregation
of Central Nassau
Mrs. Gay Vachris
Sunny Vanderbeck
Mr. Christian Vaupel
Dr. & Mrs. Cosmo Verone
Mrs. Veronica Viviano
Nancy Wachs
Ms. Kathleen Wallace
Ms. Anne Walsh
Mr. & Mrs. John Walter
Ms. Regina Warren
Ms. Joyce Weber
Ms. Pearl Weinstein
Mr. Michael Wert
Ms. Terry Wood

FAMILY & CHILDREN'S ASSOCIATION

SERVICES & PROGRAMS

PREVENTIVE SERVICES

- Family Support
- PACT (Parents and Children Together)
- STARS (Safe Transitions and Reunification Services)
- Project Independence Suffolk and Nassau
- SNUG
- Detention Diversion
- Nassau Haven
- Walkabout

BEHAVIORAL HEALTH

- Hempstead Family Treatment and Recovery Center
- Home and Community Based Services (HCBS)
- Family Center (Nassau and Suffolk)
- Children's Case Management
- PINS Diversion
- Family Mediation
- West Nassau Residence
- Lakeview House

SENIOR SERVICES

- Senior Financial Counseling
- HIICAP (Health Insurance Information Counseling & Assistance Program)
- Bill Payer
- CHEC (Counseling for Home Equity Conversion)
- Case Management and In-Home Program (EISEP)
- Ombudservice
- SAFE and HEAP
- Friendly Visitors
- Veterans Residence

"I started attending Project Independence meetings and became involved in all the activities that you had to offer. The counselors enhanced my life by letting me know that I was worthy of love and support. They encouraged me to take advantage of every opportunity that was open to me and to give myself the chance to succeed. I attended meetings and picnics and was even invited to speak at your Thanksgiving Ball in an effort to coax me out of my shell. "The system" that oversees children in foster care is very cold, but the counselors at Project Independence were warm, loving and turned out to be not a replacement of my foster family but an additional family that cared about me. Being in your program felt like a sigh of relief."

BECOME A VOLUNTEER (516) 746-0350 x4372

100 E. Old Country Road, Mineola NY 11501 • (516) 746-0350 • www.familyandchildrens.org

(ATTACHMENT FOR POINT C FROM PAGE 4)

The mission of Family and Children's Association (FCA) is to protect and strengthen Long Island's children, families and communities. We offer assistance to those who are experiencing social, emotional and/or economic difficulties through comprehensive and integrated services ranging from early childhood intervention and preventive care to services for senior citizens – all designed to encourage self-sufficiency whenever possible. FCA is committed to providing high quality, professional care through a continuum of in-home, residential, and community-based programs, which are individualized, strength-based and culturally competent. For over 130 years, we have served Long Island by rising to meet the needs and challenges of its most vulnerable population through an integrated network of services that care for children, youth, adults, seniors, and families. FCA is recognized as a model of excellence; fiscally sound, well-managed, and possessing an impeccable reputation for providing community-based social services. FCA programs touch the lives of more than 20,000 Long Island residents each year through the efforts of over 300 staff members, 200 individual volunteers, corporate groups, community groups and sponsors who join with us to become something bigger than themselves.

In a single year, as a result of the work of FCA more than 8,700 seniors remained safely in their homes, 1,100 individuals with drug or alcohol problems were helped to overcome their addictions, more than 3,000 families received services to protect and improve the safety and wellness of their children, nearly 1,000 children received educational support services to succeed in school, and 1,400 teenagers received counseling, independent living skills, counseling, case management or emergency housing. Wholly committed to continuous quality improvement, every one of FCA's programs measures outcomes to assess effectiveness, and solicits the input and opinions of the people who benefit from our services. These services are, client-focused and consumer-driven by design and community feedback is vital to our success.

Family & Children's
a community of caring

January 24, 2017

Robert Cleary
Director of Procurement Compliance
Nassau County
1550 Franklin Avenue, Room 225
Mineola, NY 11501

Dear Mr. Cleary:

I understand you have been in touch with Dr. Reynolds regarding FCA's submission of Principal Questionnaires for board members, including myself, and that you have a requested a letter from me detailing our rational for submitting forms from agency management rather than volunteer Trustees.

FCA's board does not routinely review, accept, negotiate or reject contracts with Nassau County, nor do board members benefit financially in any way from their association with FCA. All contract decisions rest with management - specifically with Dr. Reynolds - who acts as both as President *and* CEO. While smaller nonprofits may ask their boards to vote on contracts, we do not do so here at FCA as our board meets quarterly and as you may know, we contract with multiple municipalities and we maintain dozens of contracts per year. Board approvals would be time-consuming, we couldn't do them in a timely way and our overall focus in on agency governance.

We *have* submitted updated forms for Dr. Reynolds, Mary Ann Vassallo, FCA's Chief Financial Officer and Lisa Burch, FCA's Chief Operating Officer, which gives you disclosure from an executive perspective, a financial perspective and in Ms. Burch's case, from a programmatic perspective. These are also the three highest compensated individuals within the organization and the team that has input into decisions about contracts. It's also important to note that FCA has been doing business with Nassau County for more than 40 years without incident and agency management is always the conduit with elected and appointed officials.

We are a little surprised that our board would be asked to submit these forms as we are community volunteers who ironically, are often called upon to donate funds to FCA to support chronically underfunded programs and to make contributions during the first quarter of the year when county payments are slow.

Our board has discussed this matter at length, directed Dr. Reynolds to respond accordingly and I hope the forms we have submitted on behalf of FCA will suffice. Please let me know if you have additional questions or require more information.

Sincerely,

Drew Crowley
Chair, Board of Trustees

MC

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name DREW CROWLEY
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board 1/1/12 Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Drew Crowley, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13th day of March 2017

Notary Public

JEFFREY L. REYNOLDS
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01RE6106258
Qualified in Suffolk County 2018
Commission Expires March 1, 2018

Family and Children's Assoc.
Name of submitting business

Drew Crowley
Print name

Signature

Chairman of Board
Title

3/13/17
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name H. Richard Grafer

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address [redacted]

   City/state/zip [redacted]

   Telephone [redacted]

   Other present address(es) None

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other) Vice Chairman 01/09

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.

   Pathway Investments LLC

   The Grafer Foundation

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, H. Richard Grafer, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30th day of August 20 16

Mary A. Chiz

Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20 19

Family and Children's Association

Name of submitting business

H. Richard Grafer

Print name

H Richard Grafer

Signature

Vice Chairman, Board of Trustees

Title

8 / 30 / 16

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name PATRICIA Pryor BONICA
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board 01/01/2010 Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___;
   If Yes, provide details.
   Long Island Council Drug and Alcohol/Board Officer
   President & CEO of Pryor Associates

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

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   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Patricia Pryor-Bonica being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24th day of August 2016

Mary A. Chiz

Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Family and Children's Association

Name of submitting business

PATRICIA PRYOR-BONICA

Print name

Patricia Pryor-Bonica

Signature

PAST CHAIR

Title

08 / 24 / 2016

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Judy Sanford Guise

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address _____

   City/state/zip _____

   Telephone _____

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary 01 / 01 / 2010

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO x If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO x If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO x; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ___ If Yes, provide details. N/A

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ____ If Yes, provide details for each such instance.

N/A

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ___ If Yes, provide details for each such charge.

N/A

   c) Is there any administrative charge pending against you? YES ____ NO ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ___ If Yes, provide details for each such conviction.

N/A

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ___ If Yes, provide details for each such investigation.

N/A

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ___ If Yes; provide details for each such investigation.

N/A

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ___ If Yes; provide details for each such instance.

N/A

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO _x_ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, JUDY SANFORD GUISE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31st day of August 2016

Mary A. Chiz
Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

FAMILY AND CHILDREN'S ASSOCIATION
Name of submitting business

JUDY SANFORD GUISE
Print name

Judy Sanford Guise
Signature

Secretary
Title

08/31/2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name ROBERT SCHWERDEL
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer 01/01/11
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ROBERT SCHWERDEL, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 29th day of August 2016

Notary Public

SHERRIE L. AMAYA
Notary Public, State of New York
No. 4958384
Qualified in Nassau County
Commission Expires November 8, 2017

Family and Children's Association
Name of submitting business

ROBERT SCHWERDEL
Print name

Signature

TREASURER
Title

8, 29, 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jeffrey L. Reynolds

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 100 East Old Country Road

   City/state/zip Mineola, New York 11501

   Telephone (516) 746-0350

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President 07 / 07 / 2014 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer 07 / 07 / 2014 Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details. EXECUTIVE DIRECTOR OF LICADD

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES _X_ NO ___ If Yes, provide details. SEE ATTACHMENT

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO _X_ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO _X_ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO _X_ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO _X_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO _X_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ___ NO _X_ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _X_ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO _X_ If Yes, provide details for each such conviction.

Principal Questionnaire Form Question #6 DETAILS

Grant Listing

Grantor	Contract Number	Contract Term	Amount
Suffolk Cty. Dept. Of Health - Project Hope	UHHP2 JML1	01/01/12 To 12/31/14	$35,000 annually
NYS Division Of Criminal Services	T139889 Proj. ID LG13-1177-D00 DCJS LG13139889	07/01/13 To 06/30/14	$ 15,000
NYS Division Of Criminal Services	T139890 Proj. ID LG13-1178-D00 DCJS LG13139890	07/01/13 To 06/30/14	$ 50,000
NYS Division Of Criminal Services	T139937 Proj. ID LG13-1228-D00 DCJS LG13139937	10/01/13 To 12/31/14	$ 25,000
NYS Division Of Criminal Services	T637095 Proj. ID BJ12-1043-D00 DCJS BJ11637095	4/1/12 To 6/30/12	$ 35,000
NYS Division Of Criminal Services	T632660 Proj. ID BJ12-1062-D00 DCJS BJ12632660	7/1/12-6/30/13	$ 15,000
New York State Office of Alcoholism and Substance Abuse Services	TM51208 Business Unit/Dept ID OAS01/3670000	7/1/13 to 6/30/14	$ 20,000

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, jeffrey L. Reynolds, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31st day of March 2017

Mary A. Chiz

Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Family and Children's Association

Name of submitting business

Jeffrey L. Reynolds

Print name

Signature

President/CEO

Title

3 / 31 / 2017

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Lisa Birch
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 100 E. old Country Rd.
   City/state/zip Mineola, NY 11501
   Telephone 516-746-0350
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   COO Vice President 5/26/15 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___;
   If Yes, provide details.
   Current - President, Temple Am-Echad, South Shore Reform Congregation
   7/1/13-6/30/15 1st VP, Temple Am-Echad South Shore Reform Congregation

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Lisa Burch, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of September 2016

Mary A. Chiz

Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Family and Children's Association

Name of submitting business

Lisa Burch

Print name

Signature

VP/COO

Title

9/8/16

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Mary Ann Vassallo

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 100 East Old Country Road

   City/state/zip Mineola, NY 11501

   Telephone 516-746-0350 x4319

   Other present address(es) ____

   City/state/zip ____

   Telephone ____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer 02 / 10 / 2003 Partner ___/___/___

   Vice President ___/___/___ ____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details.

Board – Treasurer, Hands Across Long Island (HALI)
Brightside Ave
Central Islip NY 11722
1980's

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___
If Yes, provide details. NYS office of Mental Health, US HUD

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Mary Ann Vassallo, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19th day of September 2016

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Mary A. Chiz
Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20

Family and Children's Association
Name of submitting business

Mary Ann Vassallo
Print name

Signature

Vice President and CFO
Title

9 / 19 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name DONALD E. HOLDEN

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 100 EAST OLD COUNTRY ROAD

   City/state/zip MINEOLA, N.Y. 11501

   Telephone 516 767-2097

   Other present address(es) —

   City/state/zip —

   Telephone —

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ ___/___/___

   (Other) Vice President of Development

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

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I, DONALD E. HOLDEN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of September 20 16

Mary A. Chiz

Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20 19

FAMILY & CHILDREN'S ASSOCIATION

Name of submitting business

DONALD E. HOLDEN

Print name

Donald E. Holden

Signature

VICE PRESIDENT OF DEVELOPMENT

Title

9 / 8 / 16

Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Jane C. Tucker

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 100 East Old Country Rd.

   City/state/zip Mineola, NY 11501

   Telephone (516) 746-0350

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 9/9/2013 ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

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11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

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I, Jane C. Tucker, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of September 2016

Mary A. Chiz
Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Family and Children's Association
Name of submitting business

Jane C. Tucker
Print name

Jane C. Tucker
Signature

VP & Chief Human Resources Officer
Title

9 / 8 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name Nancy Cohan

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address [redacted]

   City/state/zip [redacted]

   Telephone [redacted]

   Other present address(es) NA

   City/state/zip NA

   Telephone NA

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 01/ 10 / 2016 ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO x If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO x If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO x; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO _x_ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO _x_ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO _x_ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO _x_ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO _x_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO _x_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO _x_ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _x_ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO _x_ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO _x_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO _x_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO _x_ If Yes, provide details for each such investigation.

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11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO _x_ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO _x_ If Yes, provide details for each such year.

CERTIFICATION

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I, Nancy Cohan, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of September 2016

Mary A. Chiz

Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Family and Children's Association

Name of submitting business

Nancy Cohan

Print name

Signature

Vice President

Title

9, 8, 16

Date

COUNTY OF NASSAU

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

1. Name of the Entity: FAMILY AND CHILDREN'S ASSOCIATION

Address: 100 East Old Country Road

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-3422018

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Charitable Organization Other (specify)

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

See Attached

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

None

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

None

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

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

None

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

None

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

None

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

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

Dated: 3/31/2017

Signed:

Print Name: Jeffrey L. Reynolds

Title: President/CEO

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

BOARD OF TRUSTEES

Title	First Name	Last Name	State	Home Address	Home Town	Home	Officer Title
Mr.	Donald	Abrams	NY	[redacted]			
Mr.	Adam	Blank	NY	[redacted]			
Mr.	Peter J.	Bogan	NY	[redacted]			
Mr.	Daniel	Brown	NY	[redacted]			
Mr.	Rich	Cavallaro	NY	[redacted]			
Ms.	Rosanne	Cavallaro	NY	[redacted]			
Dr.	John	Cerrato	NY	[redacted]			
Mr.	Drew	Crowley	NY	[redacted]			Board of Trustees, Chairman
Mr.	David	Landau	NY	[redacted]			
Mr.	H. Richard	Grafer	NY	[redacted]			Board of Trustees, Vice Chairman
Mr.	Daniel	Griesmeyer	NY	[redacted]			
Ms.	Judy Sandford	Guise	NY	[redacted]			Board of Trustees, Secretary
Mr.	Michael	Monahan	NY	[redacted]			
Ms.	Dorothy	Jacobs	NY	[redacted]			
Mrs.	Angela	Jaggar	NY	[redacted]			
Mr.	Bernard	Kennedy	NY	[redacted]			
Mrs.	Hope	Lapsley	NY	[redacted]			
Ms.	Donna	Lewis	NY	[redacted]			
Mr.	David	Lyons	NY	[redacted]			
Mr.	Gerard	Jones	NY	[redacted]			
Mr.	Joseph	Patellaro	NJ	[redacted]			
Ms.	Patricia	Pryor Bonica	NY	[redacted]			
Mr.	Scott	Treiber	NY	[redacted]			
Ms.	Delores	Smalls	NY	[redacted]			
Mr.	Charles	Strain	NY	[redacted]			
Mr.	Robert	Schwerdel	NY	[redacted]			Board of Trustees, Treasurer
Mr.	William	Thornton	NY	[redacted]			
Mr.	Charles	Trunz III	NY	[redacted]			
Mr.	Wayne	Wink, Esq.	NY	[redacted]			
Mr.	Jeffrey	Reynolds	NY	[redacted]			FCA President/CEO
Ms.	Mary Ann	Vassallo	NY	[redacted]			FCA Chief Financial Officer
Mr.	Donald	Holden	NY	[redacted]			FCA Chief Development Officer
Ms.	Lisa	Burch	NY	[redacted]			FCA Chief Operating Officer

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/3/2017

Vendor: Family and Children's Association

Signed:

Print Name: Jeffrey L. Reynolds

Title: President/CEO

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

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

The term "lobbying" or "lobbying activities" <u>does not include</u>: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

CONTRACT FOR PERSONAL SERVICES

THIS AGREEMENT, dated as of ___April_____ 11, 20_17__ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Probation , having its principal office at 400 County Seat Drive, Mineola, NY 11501 (the "Department"), and (ii) the Family and Children's Association, Inc. a Not-for- profit corporation, having its principal office at 100 East Old Country Road, Mineola, New York 11501 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received funding from the New York State Office of Children and Family Services for its' Supervision and Treatment Services for Juveniles Program (STSJP) for the purposes of promoting public safety and positive rehabilitative outcomes for said juveniles, in the least restrictive setting and in the youth's communities wherever possible; and

WHEREAS, the primary objective of this funding is the provision of comprehensive, coordinated services including evidence-based family intervention and respite housing in lieu of detention; and

WHEREAS, Nassau County's Juvenile Supervision and Treatment Services for Juveniles Program (STSJP) Plan will decrease detention and placement where it is not needed, match the level of services and supervision with the risk and need level of each youth and ensure that juvenile justice services are administered fairly and efficiently, through the Family and Children's Association, Inc.; and

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

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

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

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

1. Term. This Agreement shall commence on October 1, 2016 and terminate on September 30, 2017.

2. Services. The services to be provided by the Contractor under this Agreement shall include but not be limited to the following:

a) The Department will refer up to Sixty (60) youth to the Contractor for services. Probation Intake will utilize the Intake Assessment Worksheet (IAW) to determine a youth's

appropriateness for release from detention and referral via Intake to the STSJP Program. Once the IAW is completed, the need for respite or Mental Health Respite, Electronic Monitoring and/or Community-Based Supervision will be determined. Contact for Community-Based Supervision will be made within a 24-hour period. Upon receipt of the referral, the Contractor shall do an intake and case plan specific to the needs/strengths of the youth (and their families) and provide counseling, case management, crisis intervention and family support for a 60-day period with an optional additional 60 days if warranted (and approved by Probation.).

b) Contractor shall provide a full time case manager to assist youth and their families in making a positive Intake adjustment and avoid further penetration of the juvenile justice system. Youth who are ineligible for or unable to benefit from Adjustment services and who are petitioned to court will be provided with an alternative to secure or non-secure detention through the Supervised Release Program (SRP). Pursuant to Court order, SRP services to be provided by Contractor including but not limited to case management, family-focused therapy, school advocacy, court escorts and the evidence-based programs Moral Reconation Therapy (MRT) and Strengthening Families. Contractor shall also provide two respite beds available to any JD at any point in his or her involvement with the juvenile justice system from the time of arrest through discharge from probation. (10/1/16 - 9/30/17). Contractor shall hire/ maintain additional qualified staff as listed in the Contractor's Budget Annexed hereto as Attachment A.

c) The Contractor shall provide therapy to referred youths through Moral Reconation Therapy (MRT), an evidence-based practice utilizing a cognitive behavioral approach. As such, MRT seeks to increase participants' reasoning levels to enhance their concern for the welfare of others. The model is designed to reduce risk factors that lead to youth involvement in the justice system by increasing moral reasoning through the use of curriculum-based individual and group counseling sessions. Contractor staff working directly with youth in the communities where they reside will provide timely interventions addressing the problems and behaviors that resulted in the youth's involvement with the Juvenile Justice system, as informed by YASI. Contractor staff shall continue established successful working relationships with school personnel to help track youth's attendance and academic progress and work closely with other community organizations, who then function as referral sources. Contractor's STSJP staff shall serve not only as case managers, but also as role models and mentors for the youth and parents or guardians who require support and guidance when dealing with their child. In addition to individual and family intervention, evidenced-based practices such as Strengthening Families improve parent-child interaction, and Moral Reconation Therapy offers juveniles insight into the consequences of their behavior, shall be provided by the Contractor.

d) The Contractor shall provide training to referred youths and their families through the Strengthening Families Program (SFP) curricula, an evidence-based, family skills training program designed to increase resilience and reduce risk factors for behavioral, emotional, academic, and social problems in youth 3-16 years old. SFP comprises three life-skills courses delivered in 14 weekly, –two- hour sessions. The Parenting Skills sessions are designed to help parents learn to increase desired behaviors in children/youth by using attention and rewards, clear communication, effective discipline, substance use education, problem-solving and limit setting. Strengthening Families and parenting skills training help families become better

equipped to care for their at-risk youth at home. Contractor's specific objectives shall be: (1) Youth will remain or return to school; (2) There will be a reduction in family conflict and improved parent-child interaction; (3) Youth will be connected to services to address risk factors such as mental health issues and substance abuse that increase the likelihood of further justice system involvement; (4) Youth will participate in pro-social activities including community service, sports, after-school extra-curricular and Contractor sponsored events.

e) The Contractor shall include the following Key Elements of Program Intervention in their services to the youth referred:

- All Community-Based Supervision services will flow from an initial Risk/Need; Assessment completed by Probation Intake;
- Services will take place during a 60 day period with an additional 60 day potential as determined by Probation;
- Services will be youth and family-focused;
- Intervention portable – home, school and community;
- Expectation that Community-Based Supervision will be made available within a 24-hour period (Friday will be connected Monday) and Mental Health Respite within a 10-12 hours;
- Evening Hours will be available.

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 shall not exceed **Two Hundred Thirty Eight Thousand Dollars ($238,000)** payable in accordance with the Contractor's Budget annexed hereto as Attachment A. The Contractor is authorized to reallocate funds in the Line-Item Budget only with the advance written approval of the Department. However, even in the event of a reallocation of funds approved by the Department, the Maximum Amount shall remain unchanged. The parties agree that the Maximum Amount covers all Contractor costs necessary to carry out the promises and covenants contained in this Agreement. Under no circumstances shall the Contractor bill the County for activity or expense not provided for in this Agreement or which exceeds the Maximum Amount.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon:

(i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that:

(a) states with reasonable specificity the services provided and the payment requested as consideration for such services,

(b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and

(c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and

(ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) 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.

(e) Payments in Connection with Termination or Notice of Termination.

A) Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments 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.

B) Upon termination, the Contractor agrees to make a complete accounting up to the date of termination of all monies received from the County and further, that any excess of the unexpended balance remaining due as of the time of the breach shall immediately be refunded to the County.

C) If the State Of New York (hereinafter the "State") or any of its departments, commissions, boards or other appropriate state agencies having jurisdiction, including the funding thereof, shall fail to approve full State Aid in reimbursement to the County hereunder, for any reason whatsoever, or if the State or any of tits subdivisions or agencies shall reduce or cut back any sums in State aid, then the amount contributed by the County to the Contractor shall be denied or reduced to the Contractor, by same amount denied or reduced by the State to the County.

D) If for any reason, the full amount of Grant Award made to the County is not paid over or made available to the County by the Division, this contract may be terminated or the amount payable to the Contractor reduced at the discretion of the County: provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that Agreement Award funds are available to County for payment of such costs.

(f) Fund Administration. Administration of funds of this program shall be kept separate and distinct from other program resources utilized for the purpose of providing the specified program services.

(g) Purchases – Equipment. Title to equipment closing in excess of $250.00 and purchased with State funds provided by the County under this Contract or any amendment thereto shall vest in the County subject to divestment and return to the State upon the completion or termination of the Contract, except insofar as the program continues to operate through local or other funding following termination of State funding. The County shall provide the Contractor with disposition instructions for equipment upon such completion or termination. All equipment purchased under this grant shall receive a unique inventory number which will identify the equipment in accordance with is paragraph.

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 contractor 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 or Person with the authority to commit the County to 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, human 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. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, 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 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 and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that

Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Confidentiality. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor agrees to safeguard the confidentiality of all records, reports, data, and/or any other information obtained, gathered, reported or developed in performance of this agreement, relating to the Department's records that may be obtained by Contractor in the performance of its duties hereunder, and shall maintain the confidentiality of all such records and information, in conformity with the confidentiality requirements of the New York State Public Officer Law Sections 87, 89 and 96, the New York State Criminal Procedure Law, the New York State Family Court Act, the applicable sections of the New York State Public Health Law, New York State Mental Hygiene Law and the regulations promulgated thereunder, including but not limited to the confidentiality requirements of Section 390.5 of the Criminal Procedure Law of the State of New York, Section 750 of the Family Court Act of the State of New York, and 9 N.Y.C.R.R. Parts 348 and 369, and with the provisions of all applicable Federal laws and regulations or as same may, from time to time, be amended.

The Contractor shall, and shall cause the Contractor's Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The Contractor further agrees to require each of its employees, partners, officers, subcontractors, independent contractors, agents, representatives, servants, guests, patrons, students, faculty, and/or invitees, if any, assigned to the performance of duties pursuant to this agreement, to observe said requirements.

Any breach of confidentiality by the Contractor, and/or its employees, partners, officers, subcontractors, independent contractors, agents, representatives, servants, guests, patrons, students, faculty, and/or invitees, if any shall be cause for the immediate termination of this agreement.

It is further agreed to and stipulated by the parties hereto, that the provisions of paragraph 6 (d) shall survive this agreement and that Contractor agrees to remain bound by the terms of said paragraph for as long as the records and/or information developed hereunder exists.

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 endanger 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 Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or 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.

(d) The Contractor agrees to permit on-site inspection of the project by representatives of the County, Division, and the Office of the NYS Comptroller.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department 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 a Contractor Agent, 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 Agents to, cooperate with the County and the Department 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 Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense:

(i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage,

(ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage,

(iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and

(iv) 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 (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 Department. ,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 Department of the same and deliver to the Department 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 or 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 party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(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 Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty 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 or 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 federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) Reporting Requirements: The parties acknowledge that quarterly reports shall be submitted to the County and the Division within 30 calendar days of the end of the quarter for which they are due. A final cumulative program report, including both quarterly and year end cumulative program data, shall be submitted to the Division, within 30 calendar days following the ending term or termination of this agreement, whichever is sooner. These reports shall be progress reports and shall include cumulative quantitative and qualitative data relative to the outlined program objectives and the program's general operations.

In addition, the Contractor shall provide on Division supplied case monitoring forms client specific data as called for and delineated with these forms. Completed case monitoring forms shall be submitted for terminated clients with thirty calendar days after termination to the Division and the County.

Any delays, changes in the project status, staffing or program elements will be included with the progress reports. County and the Division reserve the right to request additional information in program reports whenever it deems appropriate or necessary.

The Contractor agrees to promptly notify the County and the Division of any unusual incidents involving the program, its clients or staff.

c) Provisions for Additional Reports. The above described reports shall not be construed as relieving the Contractor from any obligations to submit to the County any and all required Fiscal Cost reports. Further, County continues to reserve the right to request from the Contractor additional reporting material, both fiscal and programmatic, as it may deem necessary.

13. 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 Department and the (ii) the 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 the 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.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in 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.

16. 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 nationally 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 a courier service, as applicable, and (d)(i) if to the Department, 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 Department) 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.

17. 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 provision 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.

18. 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.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

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

FAMILY AND CHILDREN'S ASSOCIATION, INC.

By: _____
Name: Jeffrey L. Reynolds, Ph.D., CEAP, SAP
Title: President/CEO
Date: April 11, 2017

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 11th day of April in the year 2017 before me personally came Jeffrey L. Reynolds to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of the FAMILY AND CHILDREN'S ASSOCIATION, INC., 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.

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20 19

Mary A. Chiz

NOTARY PUBLIC

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix 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 by such title 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, including the 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 Department 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.

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 Best Efforts 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 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:

   Family and Children's Association (Name)
   Family and Children's Association, Inc.
   100 East Old Country Road, Mineola, New York 11501 (Address)

   516-746-0350 (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 Department 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 __X__ 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 __x__ 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:

New York State Department of Labor Claim was made against Family and Children's Association and Nassau County totaling $226,000 for back wages related to benefit time accrued by a class of FCA/Nassau County Employees who were terminated in 2012. The matters have been settled with all parties and are deemed closed.

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.

April 11, 2017
Dated

Signature of Chief Executive Officer

Jeffrey L. Reynolds, Ph.D., CEAP, SAP
Name of Chief Executive Officer

Sworn to before me this

11th day of April, 2017

Mary A. Cl

Notary Public

Appendix L - Revised December 2007

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as Family and Children's Assoc. has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Jeffrey L. Reynolds, President/CEO
Name Corporate title
of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of 10/1/02016 through 9/30/2017.

Officer Drew Crowley, Board Chair

Sworn to before me this 14
day of April 2017

NOTARY PUBLIC

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified In Nassau County
Commission Expires April 2, 2019

ATTACHMENT A

Family and Children's Association
STSJP Annual Budget
Budget Period 10/1/2016 to 09/30/2017

	Budget Period 10/1/2016 to 09/30/2017 Budget
Expense	
SALARY	
Assistant VP - Prevention	4000.00
Director	12495.00
Detention Diversion Worker	40000.00
Detention Diversion Worker	
Primary Counselor	26250.00
Supervisor	50000.00
Contract Specialist	3031.00
Total Salaries	**135,776.00**
Fringe	**46,164.00**
Total Personnel	**181,940.00**
	34.00%
Other Than Personnel	
Consultants	**0.00**
Travel per diem	
Staff Travel	1570.00
Client Transportation	380.00
Total	**1,950.00**
Equipment - 2 Laptop	
Supplies	
Office & Program Supplies	1,600.00
Printing-Outreach	500.00
Household	500.00
Postage	150.00
Total	**2,750.00**
Contractual	
Network Outsource	1623.00
Audit/Legal/Advisory	2805.00
Data Processing	2344.00
Total	**6,772.00**

Rent/Utilities		
Utilities		1904.00
Telephone/Cable/Cell Phones		1219.00
Program Rent		0.00
Cell Phones		0.00
Total		**3,123.00**
Other Costs		
Equipment Rental		
R/M Building		2479.00
R/M Equipment		164.00
Client Activities		3048.00
Client Relief		759.00
Respite Food		1162.00
Insurance		1730.00
Books and Publications		1000.00
Employee Training/ Recruitment		2225.00
Licenses & Permits		33.00
Conference/Hotel/Travel		1485.00
NGCRC Gang Conference		
Total		**14,085.00**
Total Program Expenses		**210,620.00**
Admin @ 13%	0.13	**27,380.00**
Grand Total		**238,000.00**

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jeffrey L. Reynolds - President/CEO — 5/3/2016

Name and Title of Authorized Representative — m/d/yy

Signature — 3/31/2017 Date

Family and Children's Association

Name of Organization

100 East Old Country Road, Mineola New York 11501

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

E-127-17

Contract ID# CQPB17000003-01

Department: Probation

Contract Details

SERVICE: PERSONAL

NIFS ID # : CQPB17000003-01 NIFS Entry Date: 4/17/17 Term: from 4/1/16 to 9/30/16

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Family and Children's Association, Inc.	Vendor ID# 113422018-01
Address 100 East Old Country Road, Mineola, New York 11501	Contact Person Jeffrey L. Reynolds, Ph.D., President & CEO
	Phone 516-746-0350 e-mail: jreynolds@familyandchildrens.org

County Department
Department Contact Dominick J. DiMaggio Jr.
Address 400 County Seat Drive Mineola, NY 11501
Phone 516-571-1513

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
4/17/17	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☒ *Contractor Registered* *Yes* ☒	4/25/17	J Plucks	
	OMB	*NIFS Approval (Contractor Registered)* ☐	4/26/17	RP	Yes☐ No☐ Not required if blanket resolution
4/27/17	County Attorney	*CA RE & Insurance Verification* ☑	4/27/17	[illegible]	
4/27/17	County Attorney	*CA Approval as to form* ☑	4/27/17	[illegible]	Yes☒ No☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	5/3/17	[illegible]	

PR5254 (1/06)

Contract ID# CQPB17000003-01

Department: Probation

Contract Summary

Description: Personal services contract

Purpose: The County has received funding from the New York State Office of Children and Family Services for its' Supervision and Treatment Services for Juveniles Program (STSJP) for the purposes of promoting public safety and positive rehabilitative outcomes for said juveniles, in the least restrictive setting and in the youth's communities wherever possible.

The primary objective of this funding is the provision of comprehensive, coordinated services including evidence-based family intervention and respite housing in lieu of detention.

Nassau County's Juvenile Supervision and Treatment Services for Juveniles Program (STSJP) Plan will decrease detention and placement where it is not needed, match the level of services and supervision with the risk and need level of each youth and ensure that juvenile justice services are administered fairly and efficiently, through the Family and Children's Association, Inc.

Method of Procurement:
The contractor is a named participating agency in the County's Supervision and Treatment Services for Juveniles Program (STSJP) plan submitted to, and approved by, the New York State Office of Children and Family Services, for grant funding. *(See attached plan and notification letter.

Procurement History:
Renewal

Description of General Provisions:

The Department will refer up to Sixty (60) youth to the Contractor for services. Probation Intake will utilize the Detention Risk Assessment Instrument (DRAI) to determine a youth's appropriateness for release from detention and referral via Intake to the STSJP Program. Once the DRAI is completed, the need for respite or Mental Health Respite, Electronic Monitoring and/or Community-Based Supervision will be determined. Contact for Community-Based Supervision will be made within a 24-hour period. Upon receipt of the referral, the Contractor shall do an intake and case plan specific to the needs/strengths of the youth (and their families) and provide counseling, case management, crisis intervention and family support for a 60-day period with an optional additional 60 days if warranted (and approved by Probation.).

The Contractor shall provide referred youth with Community-Based Supervision services, including, but not limited to the following: Counseling, Case management, Family Support and Crisis Intervention for up to Twenty (20) youth and their families Countywide with an emphasis in the communities of Hempstead and Uniondale.

The Contractor shall provide training to referred youths and their families through the Strengthening Families Program (SFP)curricula, an evidence-based, family skills training program designed to increase resilience and reduce risk factors for behavioral, emotional, academic, and social problems in youth 3-16 years old. SFP comprises three life-skills courses delivered in 14 weekly, –two- hour sessions. The Parenting Skills sessions are designed to help parents learn to increase desired behaviors in children/youth by using attention and rewards, clear communication, effective discipline, substance use education, problem-solving and limit setting.

The Contractor shall provide therapy to referred youths through Moral Reconation Therapy (MRT), an evidence-based practice utilizing a cognitive behavioral approach. As such, MRT seeks to increase participants' reasoning levels to enhance their concern for the welfare of others. The model is designed to reduce risk factors that lead to youth involvement in the justice system by increasing moral reasoning through the use of curriculum-based individual and group counseling sessions.

The Contractor shall include the following Key Elements of Program Intervention in their services to the youth referred:

- All Community-Based Supervision services will flow from an initial Risk/Need; Assessment completed by Probation Intake;
- Services will take place during a 60 day period with an additional 60 day potential as determined by Probation;
- Services will be youth and family-focused;
- Intervention portable – home, school and community;
- Expectation that Community-Based Supervision will be made available within a 24-hour period (Friday will be connected Monday) and Mental Health Respite within a 10-12 hours;
- Evening Hours will be available.

Impact on Funding / Price Analysis:
Program is 62% funded by the New York State Office of Children and Family Services and 38% Local share by Human Services.

Change in Contract from Prior Procurement:
Not applicable

Recommendation: **Approve as submitted**

Contract ID# CQPB17000003-01

Department: Probation

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	79
Resp:	PB79 DE500 X6
Object:	HSGEN1324 DE511
Transaction:	

RENEWAL	
% Increase	0
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$ 45,220
Federal	$
State	$ 73,780
Capital	$
Other	$
TOTAL	$ 119,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PBGRT79XINYS/ X6 / DE500	$ 73,780
2	HSGEN1324 / DE511	$ 45,220
3		$
4		$
5		$
6		$
	TOTAL	$ 119,000

APPROVED: 4/27/17
INSURANCE SECTION

Document Prepared By: Dominick J. DiMaggio Jr. 4/18/17

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/3/17
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PROBATION AND FAMILY & CHILDREN'S ASSOCIATION, INC.

WHEREAS, the County has negotiated a personal services agreement with Family & Children's Association, Inc. to, among other things, utilize the Intake Assessment Worksheet ("Intake") to determine a youth's appropriateness for release from detention and referral via Intake to the STSJP program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Family & Children's Association, Inc.

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

1. **Vendor:** **Family and Children's Association, Inc.** CQ PB 17000003

2. **Dollar amount requiring NIFA approval:** $ 119,000.00

   Amount to be encumbered: $ 119,000.00

   This is a X New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term:** 04/01/16 – 9/30/16

   Has work or services on this contract commenced? X Yes ___ No

   If yes, please explain: **Initial Delay by state in making funds available**

4. **Funding Source:**

   ___ General Fund (GEN)
   ___ Capital Improvement Fund (CAP)
   ___ Other

   X Grant Fund (GRT)
   Federal % ___
   State % 62
   County % 38

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

Has the County Legislature approved the borrowing? ___ Yes ___ No

Has NIFA approved the borrowing for this contract? ___ Yes ___ No

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

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

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

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

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

   CQPB15000005-01 4/01/15 – 3/31/16 $ 238,000.00

AUTHORIZATION

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

Signature Title Date 4/26/17

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Payment is not guaranteed for any work commenced prior to this approval.

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: **Family and Children's Association, Inc.**

CONTRACTOR ADDRESS: **100 East Old Country Road, Mineola, NY 11501**

FEDERAL TAX ID #: **1134220018-01**

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☒ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). **SEE STAFF SUMMARY FORM FOR DESCRIPTION**

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

J Plucks

Department Head Signature

4/25/17

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/11/2017

Vendor: Family and Children's Association

Signed:

Print Name: Jeffrey L. Reynolds

Title: President/CEO

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/11/2017

Signed:

Print Name: Jeffrey L. Reynolds

Title: President/CEO

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

The term "lobbying" or "lobbying activities" <u>does not include</u>: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

Family & Children's
a community of caring

January 24, 2017

Robert Cleary
Director of Procurement Compliance
Nassau County
1550 Franklin Avenue, Room 225
Mineola, NY 11501

Dear Mr. Cleary:

I understand you have been in touch with Dr. Reynolds regarding FCA's submission of Principal Questionnaires for board members, including myself, and that you have a requested a letter from me detailing our rational for submitting forms from agency management rather than volunteer Trustees.

FCA's board does not routinely review, accept, negotiate or reject contracts with Nassau County, nor do board members benefit financially in any way from their association with FCA. All contract decisions rest with management - specifically with Dr. Reynolds - who acts as both as President *and* CEO. While smaller nonprofits may ask their boards to vote on contracts, we do not do so here at FCA as our board meets quarterly and as you may know, we contract with multiple municipalities and we maintain dozens of contracts per year. Board approvals would be time-consuming, we couldn't do them in a timely way and our overall focus in on agency governance.

We *have* submitted updated forms for Dr. Reynolds, Mary Ann Vassallo, FCA's Chief Financial Officer and Lisa Burch, FCA's Chief Operating Officer, which gives you disclosure from an executive perspective, a financial perspective and in Ms. Burch's case, from a programmatic perspective. These are also the three highest compensated individuals within the organization and the team that has input into decisions about contracts. It's also important to note that FCA has been doing business with Nassau County for more than 40 years without incident and agency management is always the conduit with elected and appointed officials.

We are a little surprised that our board would be asked to submit these forms as we are community volunteers who ironically, are often called upon to donate funds to FCA to support chronically underfunded programs and to make contributions during the first quarter of the year when county payments are slow.

Our board has discussed this matter at length, directed Dr. Reynolds to respond accordingly and I hope the forms we have submitted on behalf of FCA will suffice. Please let me know if you have additional questions or require more information.

Sincerely,

Drew Crowley
Chair, Board of Trustees

MC

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jeffrey L. Reynolds
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 100 East Old Country Road
   City/state/zip Mineola, New York 11501
   Telephone (516) 746-0350
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 07 / 07 / 2014 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer 07 / 07 / 2014 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details. EXECUTIVE DIRECTOR OF LICADD

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ___
If Yes, provide details. SEE ATTACHMENT

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

Principal Questionnaire Form Question #6 DETAILS

Grant Listing

Grantor	Contract Number	Contract Term	Amount
Suffolk Cty. Dept. Of Health - Project Hope	UHHP2 JML1	01/01/12 To 12/31/14	$35,000 annually
NYS Division Of Criminal Services	T139889 Proj. ID LG13-1177-D00 DCJS LG13139889	07/01/13 To 06/30/14	$ 15,000
NYS Division Of Criminal Services	T139890 Proj. ID LG13-1178-D00 DCJS LG13139890	07/01/13 To 06/30/14	$0,000
NYS Division Of Criminal Services	T139937 Proj. ID LG13-1228-D00 DCJS LG13139937	10/01/13 To 12/31/14	$ 25,000
NYS Division Of Criminal Services	T637095 Proj. ID BJ12-1043-D00 DCJS BJ11637095	4/1/12 To 6/30/12	$ 35,000
NYS Division Of Criminal Services	T632660 Proj. ID BJ12-1062-D00 DCJS BJ12632660	7/1/12-6/30/13	$ 15,000
New York State Office of Alcoholism and Substance Abuse Services	TM51208 Business Unit/Dept ID OAS01/3670000	7/1/13 to 6/30/14	$ 20,000

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jeffrey L. Reynolds, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11th day of April 2017

Mary A. Chiz
Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Family and Children's Association
Name of submitting business

Jeffrey L. Reynolds
Print name

Signature

President/CEO
Title

4 / 11 / 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Lisa Burch
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 100 E. Old Country Rd.
   City/state/zip Mineola, NY 11501
   Telephone 516-746-0350
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   COO Vice President 5/26/15 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___;
   If Yes, provide details.
   Current - President, Temple Am-Echad, South Shore Reform Congregation
   7/1/13-6/30/15 1st VP, Temple Am-Echad South Shore Reform Congregation

Rev. 3-2016

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Lisa Burch, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of September 2016

Mary A. Chiz

Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Family and Children's Association

Name of submitting business

Lisa Burch

Print name

Signature

VP/COO

Title

9, 8, 16

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Mary Ann Vassallo

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 100 East Old Country Road

   City/state/zip Mineola, NY 11501

   Telephone 516-746-0350 x4319

   Other present address(es) ____

   City/state/zip ____

   Telephone ____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer 02 / 10 / 2003 Partner ___/___/___

   Vice President ___/___/___ ____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details.

Board – Treasurer, Hands Across Long Island (HALI)
Brightside Ave
Central Islip NY 11722
1980's

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___
If Yes, provide details. NYS Office of Mental Health, US HUD

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Mary Ann Vassallo, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19th day of September 2014

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Mary A. Chiz
Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20__

Family and Children's Association
Name of submitting business

Mary Ann Vassallo
Print name

Signature

Vice President and CFO
Title

9 / 19 / 2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name DONALD E. HOLDEN
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 100 EAST OLD COUNTRY ROAD
   City/state/zip MINEOLA, N.Y. 11501
   Telephone 516 767-2097
   Other present address(es) —
   City/state/zip —
   Telephone —
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) Vice President of Development

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, DONALD E. HOLDEN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of September 20 16

Mary A. Chiz

Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6183683
Qualified in Nassau County
Commission Expires April 2, 20 19

FAMILY & CHILDREN'S ASSOCIATION

Name of submitting business

DONALD E. HOLDEN

Print name

Donald E. Holden

Signature

VICE PRESIDENT OF DEVELOPMENT

Title

9 / 8 / 16

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jane C. Tucker

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 100 East Old Country Rd.

   City/state/zip Mineola, NY 11501

   Telephone (516) 746-0350

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 9/9/2013 ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jane C. Tucker, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of September 2016

Mary A. Chiz
Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Family and Children's Association
Name of submitting business

Jane C. Tucker
Print name

Jane C. Tucker
Signature

VP & Chief Human Resources Officer
Title

9/8/16
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Nancy Cohan

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address [redacted]

   City/state/zip [redacted]

   Telephone [redacted]

   Other present address(es) NA

   City/state/zip NA

   Telephone NA

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 01/ 10 / 2016 _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO x If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO x If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO x; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO _x_ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO _x_ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO _x_ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO _x_ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO _x_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO _x_ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO _x_ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO _x_ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO _x_ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO _x_ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO _x_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO _x_ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO _x_ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO _x_ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO _x_ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Nancy Cohan, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of September 2016

Mary A. Chiz
Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Family and Children's Association
Name of submitting business

Nancy Cohan
Print name

Signature

Vice President
Title

9 / 8 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name DREW CROWLEY
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board 1/1/12 Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Drew Crowley, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13th day of March 2017

Notary Public

JEFFREY L. REYNOLDS
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01RE6106258
Qualified in Suffolk County
Commission Expires March 1, 2018

Family and Children's Assoc.
Name of submitting business

Drew Crowley
Print name

Signature

Chairman of Board
Title

3/13/17
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name H. Richard Grafer

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address [redacted]

   City/state/zip [redacted]

   Telephone [redacted]

   Other present address(es) None

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ ___/___/___

   (Other) Vice Chairman 01/09

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.

   Pathway Investments LLC

   The Grafer Foundation

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, H. Richard Grafer, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30th day of August 20 16

Mary A. Chiz

Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6183683
Qualified in Nassau County
Commission Expires April 2, 20 19

Family and Children's Association

Name of submitting business

H. Richard Grafer

Print name

H Richard Grafer

Signature

Vice Chairman, Board of Trustees

Title

8 / 30 / 16

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Judy Sanford Guise

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address _____

   City/state/zip _____

   Telephone _____

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary 01 / 01 / 2010

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO x If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO x If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO x; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ___
If Yes, provide details. N/A

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ____ If Yes, provide details for each such instance.

N/A

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ___ If Yes, provide details for each such charge.

N/A

   c) Is there any administrative charge pending against you? YES ____ NO ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ___ If Yes, provide details for each such conviction.

N/A

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ___ If Yes, provide details for each such investigation.

N/A

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ___ If Yes; provide details for each such investigation.

N/A

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ___ If Yes; provide details for each such instance.

N/A

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO _x_ If Yes, provide details for each such year.

CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, JUDY SANFORD GUISE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 31st day of August 2016

Mary A. Chiz
Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

FAMILY AND CHILDREN'S ASSOCIATION
Name of submitting business

JUDY SANFORD GUISE
Print name

Judy Sanford Guise
Signature

Secretary
Title

08/31/2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Pryor PATRICIA BONICA
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board 01/01/2010 Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.

   Long Island Council Drug and Alcohol/Board Officer
   President & CEO of Pryor Associates

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Patricia Pryor-Bonica, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24th day of August 2016

Mary A. Chiz
Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Family and Children's Association
Name of submitting business

PATRICIA PRYOR-BONICA
Print name

Patricia Pryor-Bonica
Signature

Past Chair
Title

08/24/2016
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name ROBERT SCHWERDEL
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer 01/01/11
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to adivities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ROBERT SCHWERDEL, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 29th day of August 2016

Notary Public

SHERRIE L. AMAYA
Notary Public, State of New York
No. 4958384
Qualified in Nassau County
Commission Expires November 6, 2019

Family and Children's Association
Name of submitting business

ROBERT SCHWERDEL
Print name

Signature

TREASURER
Title

8, 29, 2016
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/11/17

1) Proposer's Legal Name: Family and Children's Association

2) Address of Place of Business: 100 East Old Country Road, Mineola New York 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : (516) 746-0350

Does the business own or rent its facilities? Both

4) Dun and Bradstreet number: 068058114

5) Federal I.D. Number: 11-3422018

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X Corporation X Other (Describe) 401 (3) c

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: Business leases office space in Corporate Headquarters.

8) Does this business control one or more other businesses? Yes X No ___ If Yes, please provide details: Affiliates with Long Island Council on Alcoholism & Drug Dependence.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _X_ No ___ If Yes, provide details. Affiliates with Long Island Council on Alcoholism & Drug Dependence

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No _X_ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No _X_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No _X_ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes _X_ No ___ If Yes, provide details for each such investigation. New York State Department of Labor Claim was made against Family and Children's Association and Nassau County totaling $226,000 for back wages related to benefit time accrued by a class of FCA/Nassau County Employees who were terminated in 2012. The Claim remains unresolved.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No _X_ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No _X_ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No _X_

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No _X_ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No _X_ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No _X_; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No _X_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
As to the best of my knowledge, NO CONFLICT EXISTS.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
As to the best of my knowledge, NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
As to the best of my knowledge, NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
SHOULD A POTENTIAL CONFLICT OF INTEREST ARISE, WE WILL CONTACT THE COUNTY AND BE GUIDED ACCORDINGLY

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include: SEE ATTACHED RESUME

i) Date of formation; 1998

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; NONE

iii) Name, address and position of all officers and directors of the company; BOARD OF TRUSTEES (See Attachment)

iv) State of incorporation (if applicable); NEW YORK

v) The number of employees in the firm; 325

vi) Annual revenue of firm; $20,000,000.00

vii) Summary of relevant accomplishments STEWARDSHIP REPORTS- (See Attachment)

viii) Copies of all state and local licenses and permits. NONE

B. Indicate number of years in business. Family and Children's Association was Incorporated in 1998-

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. SEE ATTACHMENT-

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County Department of Social Services

Contact Person Victoria Meyerhoefer, Director of The Office For the Aging

Address 60 Charles Lindbergh Blvd.

City/State Uniondale, New York 11553-3691

Telephone 1-516-227-8900

Fax # 1-516-227-8972

E-Mail Address Victoria.Meyerhoefer@hhsnassaucountyny.us

Company Nassau County Department of Social Sevices

Contact Person John Imhof, PhD. Commissioner

Address 60 Charles Lindbergh Blvd.

City/State Uniondale, New York 1153-3687

Telephone 1-516-227-8519

Fax #

E-Mail Address John.Imhof@hhsnassaucountyny.us

Company NY State Division of Justice Services

Contact Person Maura Gagan

Address New York State Division of Criminal Justice Services-Alfred E. Smith Building- 80 South Swan Street

City/State Albany, New York 12210

Telephone 1-518-485-9922

Fax #

E-Mail Address maura.gagan@DCJS.NY.gov

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Jeffrey L. Reynolds, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11th day of April 2017

Mary A. Chiz
Notary Public

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

Name of submitting business: Family and Children's Association

By: Jeffrey L. Reynolds
Print name

Signature

President/CEO
Title

4 / 11 / 2017
Date

JEFFREY L. REYNOLDS, PH.D, CEAP, SAP

[redacted]

E-Mail: Dr.JeffreyReynolds@gmail.com

Dynamic and Committed Non-Profit Executive

Energetic mission-driven leader offering demonstrated success creating new community-based programs, building effective organizations and achieving operational efficiency for sustained growth.

Deep commitment to community health, wellness, prosperity **and social justice** through non-profit excellence **with an** emphasis **on measurable outcomes.**

Extraordinary ability to recruit, retain, motivate and win peak performance from multidisciplinary teams of employees and volunteers.

Recognized public affairs skills and outstanding reputation among elected officials, media professionals, corporate sponsors and community leaders.

Broad foundation of senior management expertise gained through 25+ years of diverse experience providing **frontline services,** mobilizing communities **and** managing **programs for** success.

Highest **level** of personal **and** professional integrity with a passion for challenge **and** commitment to exceeding **all** expectations and objectives.

Core competencies

Organizational Development
Program Evaluation
On/Line/Offline Marketing
Media Relations
Collaborative Leadership

Strategic Alliances
Change Management
Government Relations
Grant Management
Public Speaking

Fiscal Planning & Budgeting
Social Entrepreneurship
Grant Proposal Writing
Corporate Sponsorships
Community Building

Education

Doctor of Philosophy (Ph.D) in Social Welfare (2007)
School of Social Welfare
Stony Brook University, Stony Brook, NY
Dissertation: ***Using the Transtheoretical Model of Behavior Change to Explore Substance Use Patterns and HIV Risk Behaviors in a Suburban Sample***

Master of Public Administration in Health Administration (1997)
College of Management, School of Public Service
Long Island University, Brookville, NY

Bachelor of Arts in Psychology (1[illegible])
Dowling College, Oakdale, NY

Professional Experience

Long Island Council on Alcoholism & Drug Dependence, Inc. (LICADD)
Mineola, NY
March 2008 - Present *Executive Director*
Reporting to a 23-member Board Of Directors, manage all aspects of a non-profit agency dedicated to assisting individuals and families struggling with addiction and preventing the early onset of substance abuse among young people.

- Supervise management and senior clinical staff, providing ongoing support, guidance and training so as to ensure program effectiveness and achievement of all contractual goals.

- Oversee the expansion of agency services, including LICADD's chemical dependency services including SBIRT, planned family interventions, relapse prevention programs, and the adoption of *Too Good for Drugs*, an evidence-based K-12 substance abuse prevention intervention.

- Re-branded and presently manage LICADD's Employee Assistance Program (EAP) which serves more than 70,000 employees of labor unions, school districts, corporations and municipalities in the tri-state area.

- Wrote, won and managed a U.S. Department of Health and Services grant totaling $300,000 for a new Mentoring Children of Incarcerated Parents grant.

- Wrote, won and managed a NYS Department of Health AIDS Institute grant to conduct an overdose prevention program and create a heroin brochure targeted at teens.

- Represent LICADD on various task forces, community workgroups and advisory boards and serve as a speaker at professional conferences, community forums and before government bodies.

- Serve as an agency spokesperson for media interviews and represent LICADD on various community task forces.

- Increased revenues from 500K/year to $1.385M/year and increased total number of families served by 750% since 2000.

BiasHELP, Inc.
Hauppauge, NY
July 1997 – March 2009 *Co-Founder/Chief Operating Officer*
Managed day-to-day operations of a non-profit agency dedicated to assisting victims of hate crimes, providing community-based violence prevention services and advocating for public policies to address hate crimes, youth violence, bullying, cyberbullying and discrimination.

- Supervised educational staff, providing ongoing support, guidance and training so as to ensure program effectiveness and achievement of all contractual goals.

- Served as the primary liaison to all federal, state and local funders, chair site visits and prepared written/oral reports for both funding sources and BiasHELP's board of directors.

- Helped secure more than $1 million in grants, sponsorships and contributions from corporations including Bank of America, Northrop Grumman, and Roslyn Savings Bank as well as foundations such as the Long Island Community Foundation and the Charitable Ventures Fund.

• Helped secure and manage more than $3 million in bi-partisan government funding including a $500,000 Congressional earmark administered by the U.S. Department of Justice, $250,000 in NYS Senate and Assembly Member items, and ongoing grants from the Suffolk County Office of Minority Affairs.

• Wrote, won and successfully managed a two-year SAMHSA-funded Youth Violence Coalition that brought together law enforcement officials, former gang members, school representatives, social workers, media professionals, youth and families.

• Wrote, won and managed a Communities Empowering Youth grant ($600,000) administered by the Administration for Children and Families designed to enhance the capacity of local youth-serving faith-based and non-profit organizations.

• Wrote, won and managed a NYS Division of Criminal Justice Services (DCJS) grant to provide an evidence-based intervention to address violence among Hispanic girls at Brentwood Middle School.

• Secured international media coverage for BlackHELP after successful convincing Yahoo and Ebay to halt auction sales of Ku Klux Klan and Nazi paraphernalia.

• Wrote and helped design agency annual reports, brochures, newsletters and other promotional materials.

Long Island Association for AIDS Care, Inc. (LIAAC)
Hauppauge, NY

2007 - 2009 *Public Affairs Consultant*
Responsible for providing strategic guidance and assistance related to government affairs, resource development, public relations, strategic marketing, and communications.

• Edited annual reports, HIV prevention materials and grant applications.

• Served as a key liaison to elected officials, particularly at a state level, conducting in-district and Albany-based meetings, delivering testimony at public hearings and creating position papers.

• Conceived and executed a major marketing campaign to re-engage out-of-care HIV-positive individuals. Designed and supervised the production of bilingual television, radio, online and print Public Service Announcements and coordinated all media placements. Extended campaign with brochures, posters, a dedicated website and bus advertisements.

• Secured Hepatitis C, funding from the NYS Senate, crystal methamphetamine prevention funding from the NYS Assembly and STD funding from the NYS Department of Health to advance LIAAC's continued diversification.

• Served as a conference presenter and trainer on program sustainability for SAMHSA mental health/substance abuse treatment grantees.

1997 - 2007 *Vice President for Public Affairs*
Reporting to the President/CEO, responsibilities included: Development, oversight and implementation of annual public policy advocacy agenda; participation in various community events and on various community planning bodies; preparation and delivery of testimony before local, state and federal governmental bodies, conference presentations addressing such issues as harm reduction, confidentiality, discrimination and bioethics; outreach and education surrounding the socio-political

implications of the AIDS epidemic; media outreach to insure accurate and comprehensive news coverage of HIV-related issues; organizational planning for agency development events; preparation and submission of foundation grant applications; supervision of department staff; and editing of bimonthly agency newsletter, annual report and other agency publications.

• Led a development team responsible for the production of AIDS Walk Long Island, Chef's Secrets, a golf outing, cycling event, and other fundraisers. Negotiated sponsorships with high net worth individuals, major corporations, small businesses and media outlets.

• Directly secured more than $5 million in new government grants, foundation grants, sponsorships and individual gifts.

• Acted as media spokesperson and secured thousands of national, regional and local media placements.

• Supervised production of all printed materials, television spots, radio ads, billboards and websites, including an online cyclist pledge system, which doubled event revenues.

• Strengthened LIAAC's influence in the public policy arena, creating white papers, spearheading grassroots advocacy activities and ultimately helping to secure passage of key pieces of legislation.

• Led qualitative and quantitative evaluation of federally funded HIV-testing program.

• Served as a key member of agency management team, engaged in strategic planning, financial forecasting and ongoing assessment of agency staff and programs.

1995 - 1997	*Director of Policy and Public Relations*
1994 - 1995	*Deputy Director, Public Policy and Community Development*
1991 - 1994	*Advocacy and Communications Coordinator*
1989 - 1991	*Volunteer/Client Services Liaison*

VICTIMS INFORMATION BUREAU OF SUFFOLK COUNTY (VIBS)
Hauppauge, NY

1988 - 1989 *Social Work Advocate*

Responsibilities included: Assisting and advocating for victims of domestic violence, rape, incest and sexual assault including: counseling victims in regard to their legal rights and option; escorting victims through such agencies as hospitals, probation, the District Attorney's office and Family, Supreme and Criminal Courts in an effort to ensure that proper treatment and services are given; crisis intervention on emergency hotline; screening and assessment of clients seeking counseling services; and a sound knowledge of the changing laws involving victim's rights.

Community Activities

2013 – Present	Member, Hazelden National Adolescent Treatment Advisory Board
2013 – Present	Member, Briarcliffe College Business Advisory Board
2013 – Present	Chair, Nassau County Youth Board (Appointment)
2012 – Present	Member, Drug Enforcement Agency (DEA) Prescription Drug Working Group
2013 – Present	Member, Mental Health Association of Suffolk Advisory Board
2012 – Present	Co-Chair, Suffolk County Sober Home Oversight Board (Appointment)
2011 – Present	Member, Suffolk County Welfare to Work Commission (Appointment)
2009 – Present	Executive Committee Member, Nassau County Heroin Task Force

1994 – Present Vice Chair, New York State AIDS Advisory Council
Appointed in April 1994, reappointed March 1995, 2009, 2011 by NYS Senate Majority Leader

- Chair, Subcommittee on the NYS Budget
- Co-chair, Subcommittee on Clinical Confidential HIV Testing
- Co-chair, Subcommittee on NYS Newborn HIV Testing Regulations
- Co-chair, Ad Hoc Subcommittee on HIV/AIDS and Welfare Reform
- Member, Subcommittee on Harm Reduction
- Member, Subcommittee on HIV/AIDS Surveillance/Partner Notification
- Member, NYS Evaluation Committee, Expanded Syringe Access Program (ESAP)

2010 – 2012 Chair, Suffolk County Heroin/Opiate Advisory Panel (Appointment)
2009 – 2012 Board Member, Long Island Recovery Association
2007 – 2012 Assistant Clinical Professor, Stony Brook University
2007 – 2012 Consultant/Conference Presenter, McKing Consulting for [illegible]
1997 – 2005 Member, Huntington Town Anti-Bias Task Force
1993 – 1995 Member, Suffolk County Anti-Bias Summit
1992 – 1995 Member, NYS AIDS Housing Advisory Committee
1992 – 1998 Board Member, New Yorkers for Accessible Health Coverage
1992 – 1997 Board Member, Policy Advisory Committee, NS Ryan White Network
1991 – 1995 Board Member, LI Coalition for a National Health Plan
1987 – 1997 Board Member, Suffolk Chapter, New York Civil Liberties Union
Board Chair, 1992-1998
1990 – 1995 Member, Catholic Charities Coalition for People with Disabilities
1992 – 1994 Board Member, New York AIDS Coalition (NYAC)
1991 – 1994 Member, Steering Committee, Center for Prejudice Reduction

Honors and Awards

2013 Times of Smithtown Man of the Year
2013 Caron Treatment Centers Distinguished Professional Award
2012 Long Island Press Power List
2012 Simple Hope Foundation Community Leadership Award
2011 Long Island Press Power List
2010 Long Island Press Power List
2000 Long Island University, College of Management – Outstanding Alumnus Award
1999 Long Island Press Club Award for Business Reporting
1998 New York AIDS Coalition Advocacy Award

Major Presentations

Invited to testify on numerous occasions before the Nassau and Suffolk County legislatures on and other governmental bodies including: the NYS Senate Task Force on Health Care, the NYS Assembly Standing Committee on Insurance, the NYS Assembly Health Committee, and the NYS Assembly Social Services Committee. Adjunct Professor teaching courses on public health interventions and ethics at Stony Brook University. Guest lecturer at Adelphi University, Long Island University, Hofstra University and a variety of other educational institutions. Conducted leadership trainings for the New York AIDS Coalition, the Huntington Chamber Foundation, the Nassau County Police Department, and the Town of North Hempstead. Conducted more than 500 trainings on public health, addiction and parenting for school districts, community groups and corporations. Presented 19 formal papers at professional/academic conferences, including the federal Centers for Disease Control's Health Communications Conference in 2011 and the Employee Assistance Professionals Association World Conference in 2013.

Publications

Authored more than 300 news and op-ed articles that have appeared in a wide variety of publications including: *Newsday, The Long Island Press and Long Island Business News. Author of Reclaiming Lost Voices: Children Orphaned by HIV/AIDS in Suburbia* (Huntington Station, New York: LIAAC 1996), "To Tell or Not to Tell: Disclosing Your HIV Status" in *Positive Options: A Handbook for People Living with HIV* ed. K. Timour (New York: Body Positive 1995); *Mastering the Maze: A Consumer's Guide to HIV/AIDS and Welfare Reform* (Huntington Station, New York: LIAAC 1996); *Sacrificing Science and Sensibility: How Squeamishness over Syringes is Stalling Public Health Efforts on Long Island* (Huntington Station, New York: LIAAC 1998)

Interviews

Consistently used as an expert source of substance abuse, addiction, HIV/AIDS and human/civil rights information in a wide variety of local and national radio, television and print outlets including: CNN, Bloomberg.com, MSNBC, CBS Evening News, News 12, Newsday, The New York Times, Wall Street Journal, Daily News, Eyewitness News, USA Today, and National Public Radio. Profiled in Newsday cover story on White House Conference on AIDS (Plea from Suburbs at White House, December 6, 1995). Interviews total more than 1500 in over 250 local, national and international media outlets.

Additional Credentials/Certifications

U.S. Department of Transportation-Qualified Substance Abuse Professional (2012)
Certified Employee Assistance Professional (2011)
Certified Anger Management Professional (2010)
Notary Public, State of New York, County of Suffolk (1989)

BOARD OF TRUSTEES

Title	First Name	Last Name	State	Home Address	Home Town	Home	Officer Title
Mr.	Donald	Abrams	NY	[redacted]			
Mr.	Adam	Blank	NY				
Mr.	Peter J.	Bogan	NY				
Mr.	Daniel	Brown	NY				
Mr.	Rich	Cavallaro	NY				
Ms.	Rosanne	Cavallaro	NY				
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Mr.	David	Landau	NY				
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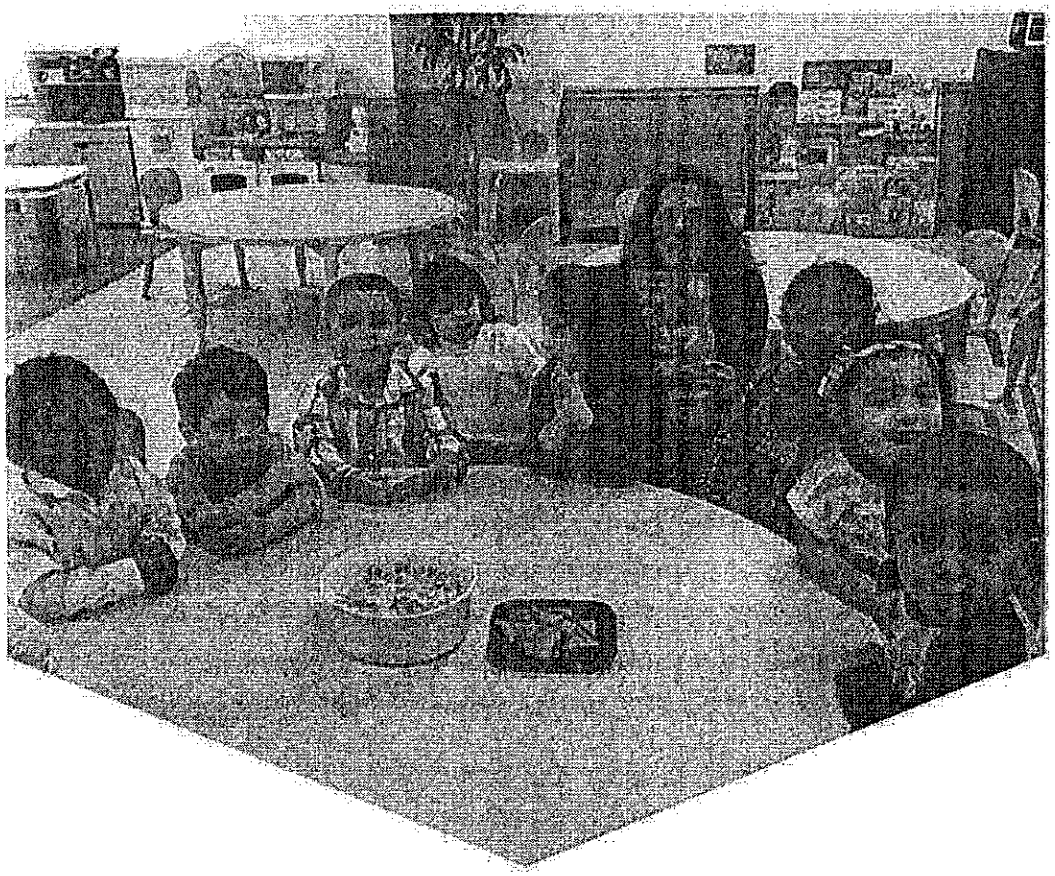
Mr.	Wayne	Wink, Esq.	NY				
Mr.	Jeffrey	Reynolds	NY				FCA President/CEO
Ms.	Mary Ann	Vassallo	NY				FCA Chief Financial Officer
Mr.	Donald	Holden	NY				FCA Chief Development Officer
Ms.	Lisa	Burch	NY				FCA Chief Operating Officer



PROVIDING HELP & HOPE

Family & Children's

A Community of Caring

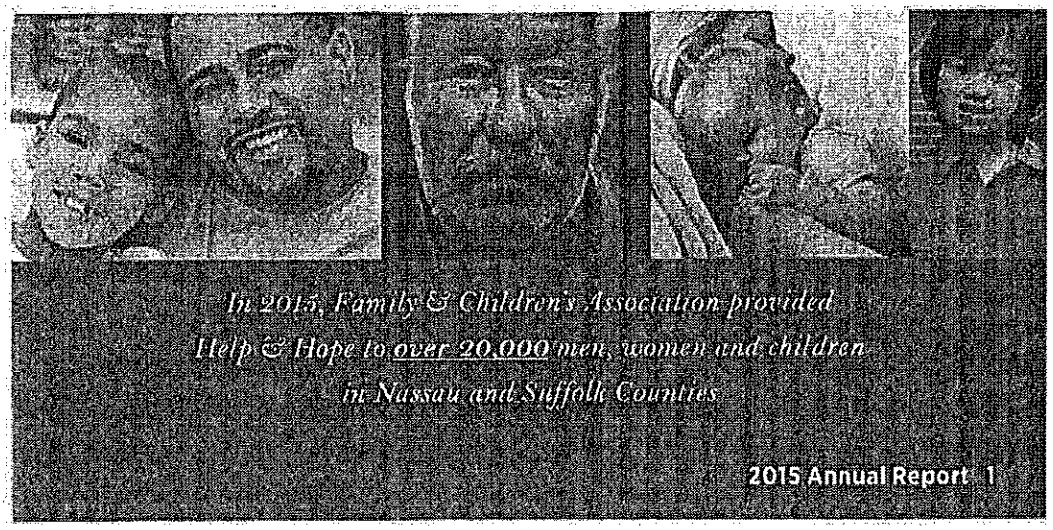
2015 ANNUAL REPORT

Family & Children's

A Community of Caring

OUR MISSION
PROTECT & STRENGTHEN

Family & Children's is dedicated to protecting and strengthening Long Island's most vulnerable children, youth, seniors, veterans, families and communities. We offer assistance to those who are experiencing social, emotional and economic challenges.



Dear Friends of FCA,

On behalf of our Board of Trustees, dedicated staff and loyal volunteers, we are proud to present you with our 2015 Annual Report. Though it's almost impossible to capture a year's worth of work in a few pages, paragraphs and pictures, we've included some highlights, client stories and key performance indicators that help tell our story.

We continued our agency re-organization in 2015, expanded our leadership team, launched several new programs and fulfilled a promise to Long Islanders we first made more than 130 years ago.

The nonprofit sector is in the midst of incredible turmoil and behavioral health, in particular, is undergoing significant changes in both its financing and service delivery. Here at FCA, we're embracing these changes, positioning ourselves for success and creating new partnerships that will produce measurable, sustained results for our region's most vulnerable populations.

With renewed financial stability, an incredibly gifted team and a laser-focused commitment to excellence we will soon unveil *FCA 2020*, a comprehensive blueprint for our continued progress as one of Long Island's largest nonprofits. We are thrilled that you've been part of our historic success and even happier to call you family.

Sincerely,

Jeffrey Reynolds, PhD
President/CEO

Drew Crowley
Chairman,
Board of Trustees

FCA & LICADD ANNOUNCE STRATEGIC PARTNERSHIP

In 2015, Family and Children's Association (FCA) and The Long Island Council on Alcoholism and Drug Dependence (LICADD) entered into a strategic partnership that will consolidate administrative functions, reduce operating expenses and most importantly, create a seamless continuum of care for individuals and families struggling with addiction. Under the new arrangement, LICADD has become an affiliate of FCA.

Together, the agencies now offer a full array of addiction services ranging from school-based prevention programs, to mental health/substance abuse screenings, to brief interventions and NYS-licensed outpatient treatment, to recovery support and relapse prevention. Additional services offered by the agencies include: youth mentoring, services for military veterans, children's mental health services, transitional housing and professional continuing education programs.

Under the formal agreement, LICADD will retain its identity, its 501 (c) 3 nonprofit status and existing programs for the foreseeable future. FCA will help the agency manage staff, finances, existing grants and new opportunities in the rapidly evolving behavioral health marketplace.

FCA President/CEO Dr. Jeffrey Reynolds and LICADD Executive Director Steve Chassman, along with Nassau County District Attorney Madeline Singas and NYS Assemblyman Joseph Saladino, recently participated in a press conference hosted by Senator Kirsten Gillibrand discussing the need for stricter guidelines regarding opioid prescriptions.

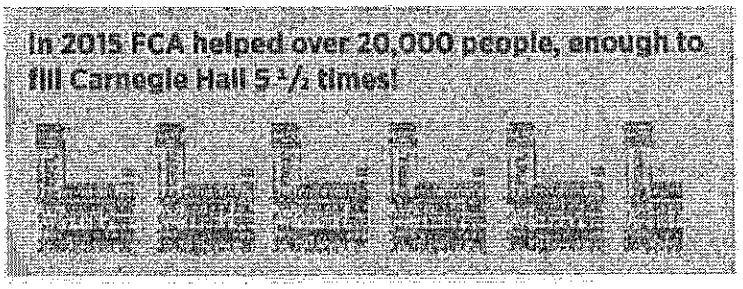
MEETING OUR GREATEST CHALLENGES

For more than 130 years, FCA has offered help and hope to millions of Long Island's most vulnerable men, women and children by providing vital services such as career counseling, education, support services and housing, to name a few.

It's all over the news... Long Island has been plagued by a staggering number of deaths tied to substance use disorders. Latest estimates indicate a record 442 people died from opiate overdoses on Long Island in the past year.

Add to that the problems faced by an aging population. In Nassau County alone, there are about 300,000 people who are age 55-plus. Failing health is just one of the problems faced by our senior population. Other factors such as declining mental abilities, change in economic status, lack of transportation, financial scams, utility shut-offs, and possible homelessness create a bleak picture.

The good news is that FCA has streamlined its operations to better serve runaway teens, homeless youth, at-risk students, veterans, families in crisis, seniors, and the working poor. We offer a variety of life-changing programs that fall into one of our three main divisions: Preventive Services, Senior Services, and Behavioral Health.



It is our hope that you will take a moment to learn more about the programs offered by FCA. You might even consider volunteering or making a financial contribution. After reading about the work we do, you might wish to help a friend or loved one take the first step towards recovery or renewal.

Our goal is to provide help and hope to those who need us the most...won't you join us? Please read on to learn more...

Photos have been altered to protect client confidentiality.

Here is a letter from a grateful mother who found care for her toddlers while caring for a sick infant through the Nursery Co-Op program within FCA's Behavioral Health Division:

"After giving birth to my third child, my joy quickly turned to fear when I was told that my new baby would require multiple surgeries to correct a birth defect. Thankfully, the Nursery Co-op was there to care for my toddlers while I went back and forth to the hospital with my infant. I can't express how grateful I am for the help and knowing that they were being well cared for while my husband went to work and I navigated the frightening world of medicine. I'm happy to report that our baby had several surgeries and is doing much better. I don't know where we would be if it weren't for your help and support."

FCA's Preventive Services Division provides safety-net programs to children and families who are at risk, homeless or struggling with the host of difficulties including substance use disorder, mental health trauma, domestic violence or chronic poverty. As change agents, the staff of FCA empower our youth and families in their decision-making abilities and help them develop the skills needed to live independently, often breaking multi-generational cycles of poverty and neglect.

Preventive Services Division

EMPOWERING WITH HOPE AND PURPOSE

At FCA, we understand that the challenges placed on families may seem insurmountable....substance abuse, violence, financial instability and homelessness. That is why we have made it our sole mission to support children, young adults and families who are vulnerable, homeless, experimenting with drugs and alcohol and/or are at high-risk for developing behavioral health issues.

Although the programs and services of the Preventive Services Division are varied, the goals are the same—to empower disenfranchised youth and their families with a sense of hope and purpose and to help them on the road towards self-sufficiency and independence.

The Preventive Services Division consists of 8 programs, including 2 residential shelters for runaway and homeless youth.

Programs Offered By the Preventive Division:

- **Family Support** protects at-risk children who face foster care by strengthening their parents' ability to care for them safely at home.
- **PACT** (Parents and Children Together) provides education to pregnant and parenting teens; many of whom speak English as second language.
- **STARS** (Safe Transitions and Reunification Services) helps unaccompanied minors who have fled life threatening circumstances from their countries of origin to re-unite with their parents or caregivers in the NY area.
- **Project Independence** provides independent living skills, training and services to young people with multiple traumas who are aging out of the foster care system.
- **SNUG** is an anti-violence program that works with area residents, businesses and community-based organizations to create strategies that will reduce gun violence in the Village of Hempstead.

- **Detention Diversion** provides family mediation and case management services to young people in an attempt to keep them from descending deeper into the juvenile justice system.

Shelters:

- **Nassau Haven** is a 30-day emergency shelter for young people who are homeless or in crisis and in need of a place to live or rest.
- **Walkabout** is a transitional living program for formerly homeless youth (ages 16-20). It provides both residential and ongoing case management services in order to prepare them for independent living.

FCA is proud to report that this team provided services to 2,400 people and impacted an additional 460 people through direct community outreach and workshops in 2015. It is our hope that clients who participate in our programs will gain the skill sets necessary to become stronger and healthier.

Since education is key to breaking the cycle of poverty, FCA is proud of our career counselors whose mission is to help our clients obtain higher paying jobs. Walkabout residents earned a cumulative $171,000 in 2015. Also in 2015, 59 young people were the recipients of FCA scholarships and are currently attending college or a vocational program.

The Preventive Division is especially proud of our **SNUG Program** (SNUG = guns backwards), which is dedicated to reducing and preventing shootings and killings in the Village of Hempstead. SNUG incorporates public education campaigns and cooperation with local law enforcement, including the Hempstead Police Department.

Based on a program developed in Chicago in the 90's, the Cure Violence Health Model has shown statistically significant reductions in violence. Funding for the FCA SNUG initiative is provided by NYS Division of Criminal Justice Services. SNUG is a collaborative partnership between FCA, the Nassau County District Attorney and the Hempstead Village Police Department.

Select Preventive Services Division Outcomes:

- Successfully kept 99% of the families served in our Family Ties and Family Support program intact.
- SNUG saw a 60% reduction in shooting incidents over the course of the year.
- 100% of the youth served at Walkabout acquired the skills needed to live independently.
- 76% of our Project Independence youth showed an improvement in independent living skills.

In 2015, FCA's Behavioral Health Division helped nearly 2,000 people cope with a variety of issues, including substance use disorders, homelessness and psychiatric disorders. Each member of the Behavioral Health Division has received specialized training in dealing with the specific problems faced by people of all ages living with these devastating challenges.

Behavioral Health Division

PROVIDING HOPE FOR PEOPLE BATTLING ADDICTION OR BEHAVIORAL HEALTH CONCERNS

FCA's Behavioral Health Division works with adults and youth who are suffering with substance use disorders and behavioral health issues. We have assembled a team of specially-trained substance abuse counselors, psychiatrists, social workers and nurse practitioners whose mission is to help individuals, couples and families find a path to recovery.

It is important to understand that people living with substance use and behavioral health disorders recover more quickly when they receive the support of family and friends. For that reason, FCA reaches out to our clients' loved ones to keep them actively involved in recovery efforts. In addition, we provide respite and childcare to parents who become exhausted from the unrest at home and desperately need enhanced support.

The primary goal of the Behavioral Health Division is to help people living with mental health issues return to their homes and communities. We understand that these individuals and the people who love them are often frightened and overwhelmed. FCA believes that each one of our clients is entitled to compassionate care in a warm and nurturing environment.

In 2015, the Behavioral Health Division provided treatment to 1,740 people. Our message is clear—"FCA is here to help and support you during treatment. You are not alone—and there is hope."

Programs Offered By the Behavioral Health Division:

- **Hempstead Family Treatment and Recovery** and **Hicksville Counseling Centers** - licensed outpatient chemical dependency treatment programs offering the continuum of individual and group treatment to help clients abstain from drug and alcohol use.

- **Home and Community Based Services (HCBS)** - provides home and community-based case management and supportive services for children

between the ages of 5-18 who face hospitalization due to an emotional disturbance.

- **Family Center** - Nassau and Suffolk - provides support to families whose children (ages 5-18) have received a diagnosis of Serious Emotional Disturbance.
- **Children's Case Management** - provides support services to children who are at-risk for psychiatric hospitalization or placement.
- **PINS Diversion (Persons In Need of Supervision)** - helps young people avoid entry into the juvenile justice system.
- **Family Mediation** - offers short-term counseling to youngsters and families experiencing conflict in the home.
- **West Nassau** - a 24-hour supervised community residence that serves adult men and women who suffer from mental illness. The residential program helps clients learn the skills necessary to move on to a more independent living environment.
- **Lakeview House** - a community residence for adolescents with severe emotional impairment who require a structured setting in the community.

The landscape of behavioral health services is rapidly changing, including a move toward Medicaid Managed Care, Health Homes and DSRIP (the Delivery System Reform Incentive Payment program). FCA has been monitoring these changes and, in 2015, signed an agreement with the **Hudson River HealthCare** Children's Health Home to be a Care Management Agency (projected to begin enrolling children in October 2016).

In anticipation of our role with the Health Home, FCA was awarded a contract from Nassau County to be the sole provider of **Children's Case Management** services for children between the ages of 5 and 18 who are diagnosed with SED (serious emotional disturbance). The addition of case management services has enhanced the continuity of care we are able to provide to children and families. In addition to offering three different levels of care for intensive in-home mental health services (**HCBS**, **Intensive** and **Supported Case Management**) for children, FCA is now considered to be the primary provider for Nassau County, both in the number of programs and the number of clients served.

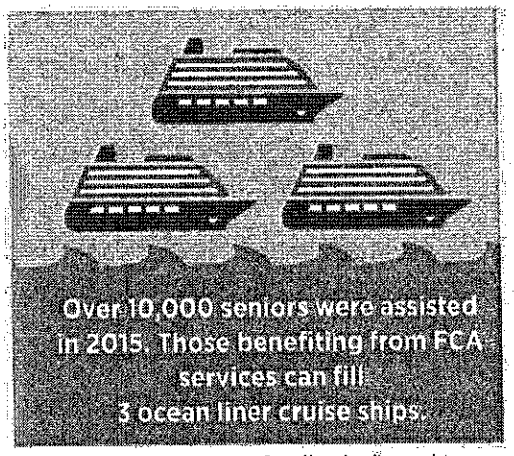
Select Behavioral Health Division Outcomes:

- Successfully kept 100% of the residents served at West Nassau out of expensive institutional care.
- 96% of our PINS Diversion clients were successfully diverted from family court involvement and out-of-home placement.
- 100% of our Family Center children remained at home with their families upon discharge from the program.
- 87% of the youth in our Lakeview community acquired the skills needed to improve their communication and ability to interact positively with others.

"The services FCA provides allow seniors to live independently and safely in their homes. The funding associated with these programs represents a fraction of the cost of providing seniors with avoidable institutional long-term care."

Senior Division

STRENGTH IN NUMBERS



The numbers are in, and they are staggering. In 2015, Nassau County was home to more than 300,000 seniors age 55 plus. Thanks to the variety of programs and services offered by FCA's Senior Division, more than 10,000 members of this vulnerable population (including those who are able to live at home and those who currently reside in adult, nursing or assisted living facilities) were served by FCA.

What that means is that 3.3% of Nassau County's senior population has been helped through our network of services specifically designed to ensure their safety while maximizing their independence and improving their overall quality of life.

At the heart of the Senior Division is the understanding that the majority of seniors want to age in place and remain at home. They wish to live out their remaining years in a dignified manner feeling respected and hopeful.

Programs offered by the Senior Division include:

Senior Financial Counseling - provides financial assistance, guidance and advocacy to help resolve debt, mortgage and tax issues.

HIICAP (Health Insurance Information Counseling & Assistance Program) - provides the latest health care options to seniors at no cost.

Bill Payer - provides monthly assistance to help visually impaired or physically challenged seniors organize and pay their bills to prevent harassment from creditors or shut-offs by utilities.

CHEC (Counseling for Home Equity Conversion) - offers a HUD-certified counselor to help seniors understand the reverse mortgage process.

Case Management and In-Home Assistance Program (EISEP) - provides help to seniors by connecting them with in-home services so they can remain safely and independently at home.

Ombudservice - engages trained volunteers who work as resident advocates for seniors living in nursing, adult and assisted living homes.

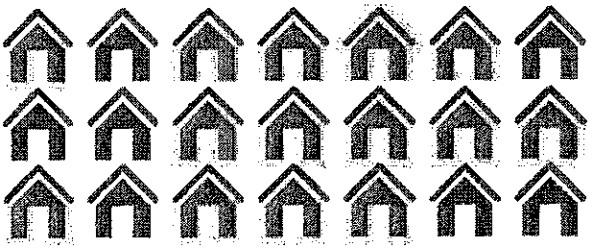
SAFE and **HEAP** - provide heating fuel to low-income seniors.

Veterans Residence - Provides permanent housing for up to eight honorably discharged veterans seeking quality, affordable, and substance-free accommodations in the community.

Friendly Visitors - Implemented in 2015 through the generosity of the Manhasset Community Fund's Greentree Foundation, senior residents from the Town of North Hempstead can be connected with a friendly visitor who pays a social visit for at least one hour weekly to address feelings of isolation and hopelessness. The program began with 23 matches and provided over 600 hours of socialization to isolated seniors.

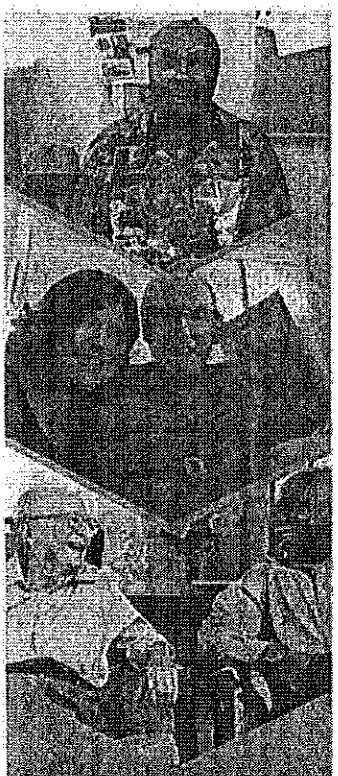
As we look towards the future, FCA is committed to addressing issues of most concern to seniors as the population grows and becomes increasingly frail. Adding to this imperative is the knowledge that three out of every four people age 50 and over lack the funds to pay for long-term care expenses. We understand that community, home-based services are the most cost-effective way for us to assist the growing number of frail and isolated seniors.

On behalf of the 10,000 seniors whose lives are impacted by the programs and services we offer, FCA continues to search for more creative ways of keeping this fragile population happy and healthy.



In 2015, Family & Children's provided 18,200 gallons of home heating oil & gas to seniors, fueling over 22 homes for a full year.

Based on 2011 average annual Long-Island fuel consumption which was 800 gallons of oil. www.ohill.org/oilheatinfo.php



Select Senior Division Outcomes:

- 98% of seniors served in our case management program were able to remain in their homes.
- Senior Financial Services provided 565 seniors with financial assistance, guidance and advocacy to help resolve debt, mortgage and tax crises.
- Over 600 hours of socialization were provided to the elderly by FCA's Friendly Visitor volunteers.

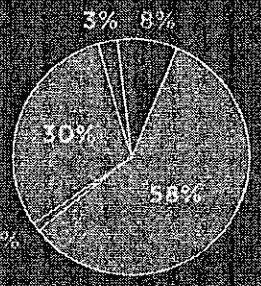
Here is a letter from a grateful daughter who found help, direction and support for her father from FCA's Senior Division:

"Just wanted to let you know I contacted your office several months ago for help with my father. My sister and I were very overwhelmed with trying to help him. We contacted Eileen and she was a wonderful help to us. She pointed us in the right direction when we were totally lost on what to do. She was very knowledgeable and really helped us a lot. She checked in with us periodically to see how everything was going and to see if we needed any more help. She was a big help when we needed it and it is very much appreciated."

Family & Children's
a community of caring

ANNUAL REPORT

INCOME 2015

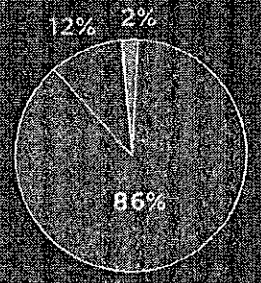


FISCAL YEAR ENDING

INCOME	2015
Contributions	$ 1,660,401.00
Government	$ 11,312,199.00
Investment	$ 105,843.00
Medicaid/Medicare	$ 5,846,152.00
Fees/Other Income	$ 662,218.00
Grand Total	$ 19,586,813.00

EXPENSES	
Program Services	$ 17,164,791.00
Management & General	$ 2,429,201.00
Fundraising Services	$ 439,341.00
Total Expenses	$20,033,333.00
Net Income	$ (446,520.00)

EXPENSES 2015



THANK YOU TO OUR 2015 SPONSORS & DONORS

FCA is grateful for the continued support of many compassionate neighbors. We wish to thank all of our donors whose ongoing generosity and vision enable us to provide help and hope for the vulnerable populations we serve.

$100,000 TO $500,000

Mr. and Mrs. George D. O'Neill

$50,000 TO $99,999

Fay J. Lindner Foundation
Mr. & Mrs. H. Richard Grafer
Mrs. Amy Hagedorn
The Hearst Foundations
Newsday Charities
United Way of Long Island
William Stamps Farish Fund

$10,000 TO $49,999

Adelphi University
BNY Mellon Community Partnership
BNY Mellon Wealth Mgmt.
Capital One Bank
Citi
Mr. & Mrs. Peter Corcoran
Farrell Fritz, P.C.
Gerry Corbett Foundation
Anonymous Donor
Mrs. Angela Jaggar
King Kullen Grocery Co., Inc.
Knapp Swezey Foundation Inc.
Mr. & Mrs. David Landau
Long Island Frozen Storage
Meadowbrook Women's Initiative
MSC Industrial Supply Co.
Network Outsource
North Hempstead Women's Golf Association
NY Community Bank Foundation
Mr. Joseph Patellaro
Peter Ruhry Keys to Hope Foundation
PSEG Long Island LLC
Mr. Joseph Schull
Anonymous Donor
Mr. & Mrs. Charles M. Strain
Mr. & Mrs. Scott R. Treiber
The Warburg Pincus Foundation
Mr. Ken Wessel

$5,000 TO $9,999

Adikes Family Foundation
American Legion Auxiliary
Baker Tilly LLP
Mr. Peter J. Bogan
Mr. & Mrs. Daniel E. Brown
Mr. Kenneth Farrell
Mr. & Mrs. Joseph Ferrara
Healthplex, Inc.
Mr. & Mrs. Don Holden
Knockout Pest Control Inc.
Manhasset Community Fund
Marcie Mazzola Foundation Inc.
Mutual of America
Mr. John A. Nuzzi
Railworks
Securities Consultants LLC
Mr. Robert Schwerdel
Mr. William R. Siegel
Signature Bank
Star America Group
Thomasarts Holding Inc.

$1,000 TO $4,999

Mr. & Mrs. Donald Abrams
Accuhealth Management Group Inc.
Al & Peggy Dematteis Family Foundation
Mr. & Mrs. James Anziano
Astoria Bank
Bahnik Foundation Inc.
BankUnited
Ms. Jayne Bisesi
Mr. Richard Bobbe
Bond, Schoeneck & King
Mr. & Mrs. Michael Brennan
Bridge & Tunnel Officers Benevolent Association
Mr. & Mrs. Gerald Brielmaier
Business Dynamics
Mr. & Mrs. Gerald Calder
Carr Business Systems
Dr. & Mrs. John & Cerrato
Mrs. Thomas H. Choate
City Employees Local 237
Clara & Kurt Hellmuth Foundation
Ms. Nancy Cohan
Cohn Reznick
Congregational Church of Manhasset
Denise Conway
Correction Officers Benevolent Association
Mr. & Mrs. Drew S. Crowley
Mrs. Mary Ann Crowley
Cypress Foundation
Dr. & Mrs. Robert Decker
DEKAL Service Inc.
Detectives Endowment Association
Mr. & Mrs. William Edwards
E-J Electric Installation Co.
Empire Blue Cross Blue Shield
Mr. & Mrs. George W. Frank
GAP Foundation
Garden City Community Church
General Contractors Association
Mr. Harry Goldfeler
Ms. Jacqueline Goode

Mrs. Phoebe Goodman
Gould, Kobrick & Schlapp
Mr. Daniel Griesmeyer
Haddad Apparel Group
Mrs. Fran Harnett
Harry Wagner, P.C.
Holiday Inn Westbury
Mr. John J. Holloway
Mrs. Theodora Hooton
Ms. Joni Howe
Mr. & Mrs. Louis L. Hoynes
Mr. Steven Isaacs
Jacob Marley Foundation
James J. Colt Foundation
Mr. & Mrs. John Jeffrey
Mr. Gerard Jones
Judith C. White Foundation, Inc.
Mr. & Mrs. Bernard D. Kennedy
Mr. & Mrs. Bernie Kennedy
Kohl's Department Stores
Kreisberg & Maitland, LLP
Mrs. Hope Lapsley
Ms. Sandra Leary
Ms. Natalie Leavy
Mr. & Mrs. Louis Levinson
Liberty Mutual Group Inc.
LICADD
Lions Club of Mineola
Lloyd Staffing
Local 342 LI Public Serv. Employees
Mr. Neil MacDonald
Maine Community Foundation
Ms. Suriya Mastroberti
Scott Matalon
Meltzer Lippe Goldstein & Breitstone, LLP
Mr. Melvin Miller
Mr. Michael Monahan
Morgan Stanley Wealth Management
N.C. Police Benevolent Assoc.
N.O.I.T.U.
New York State Court Clerks Association
NYS Court Officers Association
NYS Supreme Court Officers Association
NYS Troopers PBA Signal 30 Benefit Fund
Mr. William B. O'Connor
Mrs. Deborah Olson
Palmer Walker Foundation
Ms. Kathryn Payne
Mr. Jeffrey Perlman
Prevent Child Abuse New York
Mr. & Mrs. Gregory Prime
Mr. & Mrs. Michael Prounis
Ms. Patricia Pryor-Bonica
Mr. Gregory Reider
Dr. & Mrs. Jeffrey Reynolds
Mr. & Mrs. Brian Ritchie
Annette Rodriguez-Ferrer
Mr. & Mrs. Steven Roth
John Rowan
Sanitation Officers Assoc.
Ms. Christine Santangelo
Mr. & Mrs. Steve Schneider
Mr. Joseph Schumm
Sergeants Benevolent Association
SKANSKA USA Civil
Ms. Delores Smalls
Mr. Brian Spillane
St. Joseph's College
Mr. Jeffrey Stein
Sun Auto Group of Wantagh
Mr. Biddanda Thimmaya
Mr. William Thornton
Mr. & Mrs. H. Craig Treiber
Mr. & Mrs. John H. Treiber
TRS Associates, Inc.
Mrs. Jane Tucker

UFCW Local 1500
United Service Workers IUJAT
M. Somit Varma
Mary Ann Vassallo
M. Traci Viklund
Mr. Christopher Wright
WSJS Architects
Mr. & Mrs. Donald Zerbarini

$500 TO $999

Arrow Transfer & Storage Inc.
Assistant Deputy Wardens Assoc.
Central Mechanical Systems Inc.
Ms. Caroline Cohan
Dr. Benjamin & Mrs. Shawn Cohen
Coram-Selden Dental Group
Correction Captains Association
Ms. Anna Costaras
Court Officers Ben. Association of Nassau County
Mr. & Mrs. Joseph F. D'Angelo
Mr. Louis P. DiCerbo
Dr. & Mrs. Richard Dina
Mr. & Mrs. Charles F. Dolan
Mr. & Mrs. Donald Dunphy
Mr. & Mrs. Martin Feinberg
Cheryl Felice
Carlos Ferrera
Mrs. Maria Ferriggi
Gemma Auto Service Corp.
Mr. Danny Haffel
Ms. Arleen Hanichka
Henry Luce Foundation Inc.
Ms. Joan Hollander
Mrs. Margaret Hromada
Jack Gayson Plumbing & Heating
Ms. Dorothy Jacobs
Mr. James Keneally
Kennedy & Gillen
Mr. & Mrs. Leonard Labita
Ms. Rose Lavelle
Liquor Salesmens Union Local #2
Local 1049 IBEW
Ms. Maura Mander
Mr. Chris Mansfield
Mr. Thomas Mazza
Ms. Lillian McCormick
Meringolo Group Inc.
Mr. & Mrs. Philip Mickulas
Mrs. Joyce Mullen
Mrs. Marisa Paladino
Roger and Jackie Pierangelo
Gautam Ramchandani
Ms. Angelika Ruhry
Mr. Adarsh Sarma
Cecilia Scaglione
Joel Schoenfeld
Mrs. Jamie Schwartz
Mr. Jan Sherman
Mr. Adrian Sokoloff
Mrs. Lisa Stern
Ms. Nancy B. Taylor
The Community Church of East Williston
The Law Offices of Frank D'Angelo & Assoc.
Total Training
Uniformed Fire Officers Association
Unitarian Universalist Congregation at Shelter Rock
Mr. Murray Warschauer
Mrs. Donna Whitfield-Raphael
Allyn Wise
Mr. James Zima

$100 TO $499

Mrs. Judith Abelow
Ability Service Agency
Affiliated Agency Inc.
Ms. Carol Alexander
Mrs. Christina Alonso
Dr. Daryl Altman
Amalgamated Life
Mr. & Mrs. Brian Appel
Jon Aucone
Dr. Dean Bacigalupo
Bank of America
Mr. Merrill Banks
Mr. James Barber
Baron Associates
Mr. Albert Barrette
Ms. Susan Bashian
Mr. & Mrs. Richard Bayer
Diane Beecher
Bellerose Garage Inc.
Mr. Dominick Bentivegna
Ms. Edith Berg
Dr. & Mrs. James Bergin
Mr. & Mrs. William Best
Bethpage Federal Credit Union
Mr. Frederick Black
BNI Accountable Pro's
Bradley & Parker
Ms. Mary Patricia Breen
Ms. Laura Buquicchio
Mrs. Lisa Burch
Janice Burkett
Colette Buzzetta
Mrs. Loren Campbell
Ms. Diana Caracciolo
Carbone & Molloy Inc.
Ms. Anne Marie Castelli
Mr. & Mrs. Richard Cavallaro
Mr. Rich Cave
Ms. Nicole Chang
Chester Agency Inc.
Mrs. Mary Chiz
Ms. Margaret Christy
Ms. Angelica Cintron
Dr. Pamela Clark
Ms. Lena Cobla
Ms. Anne Codey
Ms. Dale Cole
Mr. Timothy Cole
Mr. J. Grady Colin
Mr. & Mrs. James Collins
Ms. Patricia Collins
Mr. & Mrs. Richard Cooke
Ms. Kathy Corcoran
CPS Optical
Ms. Nancy Crane
CSEA
Mr. & Mrs. Thomas W. Cullen
Mrs. Jennifer D'Abreau
Dahab Associates
Mr. John Daley
Mr. & Mrs. Anthony D'Auria
Mrs. Kathy Derosa
Ms. Jennifer Desena
Ms. Rosanne Dispirito
Mr. Gregg Dluginsky
Mr. James Dolan
Mr. John Dooley
Doris the Florist Inc.
Ms. Rosemary D'Ornellas
Mr. & Mrs. Alfred Durantl
Eastco Building Services
Mr. & Mrs. Patrick R. Edwards
Mr. Kurt Ehrig
M. Genee' Emfinger
Ms. Jane P. Erb
Ms. Esther B. Ernst
Family Care Connections
Family Fuel & Heating Service
Avi Felix
Mr. Jasun Fiorentino
Mr. Michael Garner
GE Foundation
Mr. & Mrs. Leonard Genovese
Mr. Thomas George
Dr. & Mrs. Daniel Gilbert
Ms. Rosemary Glynn
Mr. Sheldon Goldstein
Mr. & Mrs. Paul Grafer
Mr. Kenneth Greenfield
Mr. John Gumbs
Dr. & Mrs. Ralph Gundel
Ms. Carolyn Hall
Mr. Charles Hammerman
Ms. Abbie-Jane Hattauer
Ms. Kimberly Haverbusch
Nicola Hawkinson
Help Repair & Maintenance Corp.
Mrs. Janet Henriquez-Marcic
Bruce & Linda Hittleman
Joanne Hollingshead
Ms. Dian Holt
Hubbinette-Cowell Associates
Huntington Business
Products Centre
Mr. & Mrs. Gerald Hustick
Insurance Licensing Institute
Jantech Industries
Mrs. Donna Johnson
Mr. & Mrs. Percival Jones
Ms. Bernadette Kasnicki
Mr. Jason Katz
Carol Keating
Ms. Donna Keating
Ms. Maureen Kelly
Ms. Jean Kiley
Mr. Ronald Kisner
Mr. & Mrs. Jeff Kovner
Christina LaGrega
Mr. & Mrs. Jonathan Landau
Ms. Elizabeth Lang
Dr. Eric Last
Helen Laufman
Lavin Brothers Mgmt.
The Leahy Company Inc.
Ms. Stephanie Legare
Ms. Laura Lentini

Leslie Waterworks
Mr. Evan Levtow
Ms. Donna Lewis
Lieutenants Benevolent Assoc.
Mr. Stephen Linker
Mr. Nicholas Lizanich
Howard & Lois Lorsch
Mr. & Mrs. David Lynch
Mr. & Mrs. Joseph Lynch
M&T Charitable Foundation
Mr.and Mrs. Nancy and
George Maestri
Mr. & Mrs. Gerard Malloy
Mr. John Maly
Mr. & Mrs. Joseph Mancino
Linda Martin
Ms. Judy Massey
Mr. Joseph Mazza
Ms. Lucille McCabe
Mr. Joel Mercedes
Ms. Linda Mihale
Ms. Christine Miller
Ms. Patricia Moore
Morgan Stanley Annual Appeal
MTP Auto Leasing & Services
Ms. Sharon Mullon
Mr. Gerald Murchison
Mr. Kevin Muskat
Mr. & Mrs. John S. Navratil
Mrs. Anne Nelson
New York City
Local 246 S.E.I.U. AFL-CIO
Gay Novack
Mr. James O'Gara
Mrs. Barry Osborn
Narendra Ostawal
Mr. Pedro Pacheco
Mr. John Papaporfiriou
Mr. Michael Patten
Daphne Patterson
Mr. David Penn
Mr. Brian Pepper
Pepsico
Mr. James Pezzella
Mr. & Mrs. Sean Phillips
Phillips Brokerage of Bayside
Mr. Jason Plecora
Ms. Jackie Pierangelo
Mr. & Mrs. Allen Pisani
Pitta & Giblin
Mrs. Mary L. Polak
Ms. Saundra Pope
Ms. Patricia Pozin
Mary Price
Prime Petroleum Corp.
Ms. Adeline Quinn
Alex Ramo
Mr. Ronald Ranum
Ms. Mary Jean Reilly
Ronald & Angela Rich
Mrs. Barbara Volpe Ried
Mr. Carlos Rodriguez
Mrs. Eileen Roman
Mr. & Mrs. William Roth
Mr. Stephen Rubin
Dr. Jeffrey Rush
Mr. & Mrs. Edward J. Ryan
Mr. Kevin Ryan
Ryan Realty Co. Inc.
Ms. Marcy Safyer
Mrs. Elizabeth Salguero
Mr. Roger Santos
Mr. Anish Saraf
Sarap Inc.
Megan Scheuerman
Mr. & Mrs. Peter Schneider
Martin & Jane Schwartz
John Seifert
Dr. & Mrs. John Sheehy
Ms. Louise Shohet
Mrs. Peggy Sicari
Sidhal Industries LLC
Ms. Wendy Skinner
Ms. Andrea Small
M. Ashutosh Somani
South Bay Club
Mr. & Mrs. James Stillwaggon
Mr. & Mrs. Alan Stopek
Suffolk County Detectives Assoc.
Suffolk County PBA
Sunrise Laurelton
Lodge Foundation
Sunset Sales Inc.
Mr. Marc Suntup
Superior Officers Association
Ms. Donna Teichner
Temple Israel of Great Neck
Testa Brothers Ltd.
Ms. Marguerite Toscano
Mr. John Troisi
Mr. Lawrence Troisi
Brian Tucci
Uniformed Fire Alarm Dispatchers
Unitarian Universalist Congregation
of Central Nassau
Mrs. Gay Vachris
Sunny Vanderbeck
Mr. Christian Vaupel
Dr. & Mrs. Cosmo Vetrone
Mrs. Veronica Viviano
Nancy Wachs
Ms. Kathleen Wallace
Ms. Anne Walsh
Mr. & Mrs. John Walter
Ms. Regina Warren
Ms. Joyce Weber
Ms. Pearl Weinstein
Mr. Michael Wert
Ms. Terry Wood

FAMILY & CHILDREN'S ASSOCIATION

SERVICES & PROGRAMS

PREVENTIVE SERVICES

- Family Support
- PACT (Parents and Children Together)
- STARS (Safe Transitions and Reunification Services)
- Project Independence Suffolk and Nassau
- SNUG
- Detention Diversion
- Nassau Haven
- Walkabout

BEHAVIORAL HEALTH

- Hempstead Family Treatment and Recovery Center
- Home and Community Based Services (HCBS)
- Family Center (Nassau and Suffolk)
- Children's Case Management
- PINS Diversion
- Family Mediation
- West Nassau Residence
- Lakeview House

SENIOR SERVICES

- Senior Financial Counseling
- HIICAP (Health Insurance Information, Counseling & Assistance Program)
- Bill Payer
- CHEC (Counseling for Home Equity Conversion)
- Case Management and In-Home Program (EISEP)
- Ombudservice
- SAFE and HEAP
- Friendly Visitors
- Veterans Residence

"...I started attending Project Independence meetings and became involved in all the activities that you had to offer. The counselors enhanced my life by letting me know that I was worthy of love and support. They encouraged me to take advantage of every opportunity that was open to me and to give myself the chance to succeed. I attended meetings and picnics and was even invited to speak at your Thanksgiving Ball in an effort to coax me out of my shell. "The system" that oversees children in foster care is very cold but the counselors at Project Independence were warm, loving and turned out to be not a replacement of my foster family but an additional family that cared about me. Being in your program felt like a sigh of relief."

BECOME A VOLUNTEER (516) 746-0350 x4372

100 E. Old Country Road, Mineola NY 11501 • (516) 746-0350 • www.familyandchildrens.org

(ATTACHMENT FOR POINT C FROM PAGE 4)

The mission of Family and Children's Association (FCA) is to protect and strengthen Long Island's children, families and communities. We offer assistance to those who are experiencing social, emotional and/or economic difficulties through comprehensive and integrated services ranging from early childhood intervention and preventive care to services for senior citizens – all designed to encourage self-sufficiency whenever possible. FCA is committed to providing high quality, professional care through a continuum of in-home, residential, and community-based programs, which are individualized, strength-based and culturally competent. For over 130 years, we have served Long Island by rising to meet the needs and challenges of its most vulnerable population through an integrated network of services that care for children, youth, adults, seniors, and families. FCA is recognized as a model of excellence; fiscally sound, well-managed, and possessing an impeccable reputation for providing community-based social services. FCA programs touch the lives of more than 20,000 Long Island residents each year through the efforts of over 300 staff members, 200 individual volunteers, corporate groups, community groups and sponsors who join with us to become something bigger than themselves.

In a single year, as a result of the work of FCA more than 8,700 seniors remained safely in their homes, 1,100 individuals with drug or alcohol problems were helped to overcome their addictions, more than 3,000 families received services to protect and improve the safety and wellness of their children, nearly 1,000 children received educational support services to succeed in school, and 1,400 teenagers received counseling, independent living skills, counseling, case management or emergency housing. Wholly committed to continuous quality improvement, every one of FCA's programs measures outcomes to assess effectiveness, and solicits the input and opinions of the people who benefit from our services. These services are, client-focused and consumer-driven by design and community feedback is vital to our success.

COUNTY OF NASSAU

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

1. Name of the Entity: FAMILY AND CHILDREN'S ASSOCIATION

Address: 100 East Old Country Road

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-3422018

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Charitable Organization Other (specify)

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

See Attached

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

None

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

None

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

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

None

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

None

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

None

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

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

Dated: 4/11/2017

Signed:

Print Name: Jeffrey L. Reynolds

Title: President/CEO

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

BOARD OF TRUSTEES

Title	First Name	Last Name	State	Home Address	Home Town	Home	Officer Title
Mr.	Donald	Abrams	NY	[redacted]			
Mr.	Adam	Blank	NY	[redacted]			
Mr.	Peter J.	Bogan	NY	[redacted]			
Mr.	Daniel	Brown	NY	[redacted]			
Mr.	Rich	Cavallaro	NY	[redacted]			
Ms.	Rosanne	Cavallaro	NY	[redacted]			
Dr.	John	Cerrato	NY	[redacted]			
Mr.	Drew	Crowley	NY	[redacted]			Board of Trustees, Chairman
Mr.	David	Landau	NY	[redacted]			
Mr.	H. Richard	Grafer	NY	[redacted]			Board of Trustees, Vice Chairman
Mr.	Daniel	Griesmeyer	NY	[redacted]			
Ms.	Judy Sandford	Guise	NY	[redacted]			Board of Trustees, Secretary
Mr.	Michael	Monahan	NY	[redacted]			
Ms.	Dorothy	Jacobs	NY	[redacted]			
Mrs.	Angela	Jaggar	NY	[redacted]			
Mr.	Bernard	Kennedy	NY	[redacted]			
Mrs.	Hope	Lapsley	NY	[redacted]			
Ms.	Donna	Lewis	NY	[redacted]			
Mr.	David	Lyons	NY	[redacted]			
Mr.	Gerard	Jones	NY	[redacted]			
Mr.	Joseph	Patellaro	NJ	[redacted]			
Ms.	Patricia	Pryor Bonica	NY	[redacted]			
Mr.	Scott	Treiber	NY	[redacted]			
Ms.	Delores	Smalls	NY	[redacted]			
Mr.	Charles	Strain	NY	[redacted]			
Mr.	Robert	Schwerdel	NY	[redacted]			Board of Trustees, Treasurer
Mr.	William	Thornton	NY	[redacted]			
Mr.	Charles	Trunz III	NY	[redacted]			
Mr.	Wayne	Wink, Esq.	NY	[redacted]			
Mr.	Jeffrey	Reynolds	NY	[redacted]			FCA President/CEO
Ms.	Mary Ann	Vassallo	NY	[redacted]			FCA Chief Financial Officer
Mr.	Donald	Holden	NY	[redacted]			FCA Chief Development Officer
Ms.	Lisa	Burch	NY	[redacted]			FCA Chief Operating Officer

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jeffrey L. Reynolds - President/CEO — 5/3/2016

Name and Title of Authorized Representative — m/d/yy

Signature — 4/11/2017 Date

Family and Children's Association

Name of Organization

100 East Old Country Road, Mineola New York 11501

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONTRACT FOR PERSONAL SERVICES

THIS AGREEMENT, dated as of ___April_____ _11__, 20_17__ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Probation , having its principal office at 400 County Seat Drive, Mineola, NY 11501 (the "Department"), and (ii) the Family and Children's Association, Inc. a Not-for- profit corporation, having its principal office at 100 East Old Country Road, Mineola, New York 11501 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received funding from the New York State Office of Children and Family Services for its' Supervision and Treatment Services for Juveniles Program (STSJP) for the purposes of promoting public safety and positive rehabilitative outcomes for said juveniles, in the least restrictive setting and in the youth's communities wherever possible; and

WHEREAS, the primary objective of this funding is the provision of comprehensive, coordinated services including evidence-based family intervention and respite housing in lieu of detention; and

WHEREAS, Nassau County's Juvenile Supervision and Treatment Services for Juveniles Program (STSJP) Plan will decrease detention and placement where it is not needed, match the level of services and supervision with the risk and need level of each youth and ensure that juvenile justice services are administered fairly and efficiently, through the Family and Children's Association, Inc.; and

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

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

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

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

1. Term. This Agreement shall commence on April 1, 2016 and terminate on September 30, 2016.

2. Services. The services to be provided by the Contractor under this Agreement shall include but not be limited to the following:

a) The Department will refer up to Sixty (60) youth to the Contractor for services. Probation Intake will utilize the Intake Assessment Worksheet (IAW) to determine a youth's

appropriateness for release from detention and referral via Intake to the STSJP Program. Once the IAW is completed, the need for respite or Mental Health Respite, Electronic Monitoring and/or Community-Based Supervision will be determined. Contact for Community-Based Supervision will be made within a 24-hour period. Upon receipt of the referral, the Contractor shall do an intake and case plan specific to the needs/strengths of the youth (and their families) and provide counseling, case management, crisis intervention and family support for a 60-day period with an optional additional 60 days if warranted (and approved by Probation.).

b) Contractor shall provide a full time case manager to assist youth and their families in making a positive Intake adjustment and avoid further penetration of the juvenile justice system. Youth who are ineligible for or unable to benefit from Adjustment services and who are petitioned to court will be provided with an alternative to secure or non-secure detention through the Supervised Release Program (SRP). Pursuant to Court order, SRP services to be provided by Contractor including but not limited to case management, family-focused therapy, school advocacy, court escorts and the evidence-based programs Moral Reconation Therapy (MRT) and Strengthening Families. Contractor shall also provide two respite beds available to any JD at any point in his or her involvement with the juvenile justice system from the time of arrest through discharge from probation. (4/1/16 - 9/30/16). Contractor shall hire/ maintain additional qualified staff as listed in the Contractor's Budget Annexed hereto as Attachment A.

c) The Contractor shall provide therapy to referred youths through Moral Reconation Therapy (MRT), an evidence-based practice utilizing a cognitive behavioral approach. As such, MRT seeks to increase participants' reasoning levels to enhance their concern for the welfare of others. The model is designed to reduce risk factors that lead to youth involvement in the justice system by increasing moral reasoning through the use of curriculum-based individual and group counseling sessions. Contractor staff working directly with youth in the communities where they reside will provide timely interventions addressing the problems and behaviors that resulted in the youth's involvement with the Juvenile Justice system, as informed by YASI. Contractor staff shall continue established successful working relationships with school personnel to help track youth's attendance and academic progress and work closely with other community organizations, who then function as referral sources. Contractor's STSJP staff shall serve not only as case managers, but also as role models and mentors for the youth and parents or guardians who require support and guidance when dealing with their child. In addition to individual and family intervention, evidenced-based practices such as Strengthening Families improve parent-child interaction, and Moral Reconation Therapy offers juveniles insight into the consequences of their behavior, shall be provided by the Contractor.

d) The Contractor shall provide training to referred youths and their families through the Strengthening Families Program (SFP) curricula, an evidence-based, family skills training program designed to increase resilience and reduce risk factors for behavioral, emotional, academic, and social problems in youth 3-16 years old. SFP comprises three life-skills courses delivered in 14 weekly, –two- hour sessions. The Parenting Skills sessions are designed to help parents learn to increase desired behaviors in children/youth by using attention and rewards, clear communication, effective discipline, substance use education, problem-solving and limit setting. Strengthening Families and parenting skills training help families become better

equipped to care for their at-risk youth at home. Contractor's specific objectives shall be: (1) Youth will remain or return to school; (2) There will be a reduction in family conflict and improved parent-child interaction; (3) Youth will be connected to services to address risk factors such as mental health issues and substance abuse that increase the likelihood of further justice system involvement; (4) Youth will participate in pro-social activities including community service, sports, after-school extra-curricular and Contractor sponsored events.

e) The Contractor shall include the following Key Elements of Program Intervention in their services to the youth referred:

- All Community-Based Supervision services will flow from an initial Risk/Need; Assessment completed by Probation Intake;
- Services will take place during a 60 day period with an additional 60 day potential as determined by Probation;
- Services will be youth and family-focused;
- Intervention portable – home, school and community;
- Expectation that Community-Based Supervision will be made available within a 24-hour period (Friday will be connected Monday) and Mental Health Respite within a 10-12 hours;
- Evening Hours will be available.

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 shall not exceed **One Hundred Nineteen Thousand Dollars ($119,000)** payable in accordance with the Contractor's Budget annexed hereto as Attachment A. The Contractor is authorized to reallocate funds in the Line-Item Budget only with the advance written approval of the Department. However, even in the event of a reallocation of funds approved by the Department, the Maximum Amount shall remain unchanged. The parties agree that the Maximum Amount covers all Contractor costs necessary to carry out the promises and covenants contained in this Agreement. Under no circumstances shall the Contractor bill the County for activity or expense not provided for in this Agreement or which exceeds the Maximum Amount.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon:

(i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that:

(a) states with reasonable specificity the services provided and the payment requested as consideration for such services,

(b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and

(c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and

(ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) 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.

(e) Payments in Connection with Termination or Notice of Termination.

A) Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments 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.

B) Upon termination, the Contractor agrees to make a complete accounting up to the date of termination of all monies received from the County and further, that any excess of the unexpended balance remaining due as of the time of the breach shall immediately be refunded to the County.

C) If the State Of New York (hereinafter the "State") or any of its departments, commissions, boards or other appropriate state agencies having jurisdiction, including the funding thereof, shall fail to approve full State Aid in reimbursement to the County hereunder, for any reason whatsoever, or if the State or any of tits subdivisions or agencies shall reduce or cut back any sums in State aid, then the amount contributed by the County to the Contractor shall be denied or reduced to the Contractor, by same amount denied or reduced by the State to the County.

D) If for any reason, the full amount of Grant Award made to the County is not paid over or made available to the County by the Division, this contract may be terminated or the amount payable to the Contractor reduced at the discretion of the County: provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction to the extent that Agreement Award funds are available to County for payment of such costs.

(f) Fund Administration. Administration of funds of this program shall be kept separate and distinct from other program resources utilized for the purpose of providing the specified program services.

(g) Purchases – Equipment. Title to equipment closing in excess of $250.00 and purchased with State funds provided by the County under this Contract or any amendment thereto shall vest in the County subject to divestment and return to the State upon the completion or termination of the Contract, except insofar as the program continues to operate through local or other funding following termination of State funding. The County shall provide the Contractor with disposition instructions for equipment upon such completion or termination. All equipment purchased under this grant shall receive a unique inventory number which will identify the equipment in accordance with is paragraph.

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 contractor 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 or Person with the authority to commit the County to 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, human 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. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, 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 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 and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that

Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Confidentiality. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor agrees to safeguard the confidentiality of all records, reports, data, and/or any other information obtained, gathered, reported or developed in performance of this agreement, relating to the Department's records that may be obtained by Contractor in the performance of its duties hereunder, and shall maintain the confidentiality of all such records and information, in conformity with the confidentiality requirements of the New York State Public Officer Law Sections 87, 89 and 96, the New York State Criminal Procedure Law, the New York State Family Court Act, the applicable sections of the New York State Public Health Law, New York State Mental Hygiene Law and the regulations promulgated thereunder, including but not limited to the confidentiality requirements of Section 390.5 of the Criminal Procedure Law of the State of New York, Section 750 of the Family Court Act of the State of New York, and 9 N.Y.C.R.R. Parts 348 and 369, and with the provisions of all applicable Federal laws and regulations or as same may, from time to time, be amended.

The Contractor shall, and shall cause the Contractor's Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The Contractor further agrees to require each of its employees, partners, officers, subcontractors, independent contractors, agents, representatives, servants, guests, patrons, students, faculty, and/or invitees, if any, assigned to the performance of duties pursuant to this agreement, to observe said requirements.

Any breach of confidentiality by the Contractor, and/or its employees, partners, officers, subcontractors, independent contractors, agents, representatives, servants, guests, patrons, students, faculty, and/or invitees, if any shall be cause for the immediate termination of this agreement.

It is further agreed to and stipulated by the parties hereto, that the provisions of paragraph 6 (d) shall survive this agreement and that Contractor agrees to remain bound by the terms of said paragraph for as long as the records and/or information developed hereunder exists.

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 endanger 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 Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or 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.

(d) The Contractor agrees to permit on-site inspection of the project by representatives of the County, Division, and the Office of the NYS Comptroller.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department 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 a Contractor Agent, 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 Agents to, cooperate with the County and the Department 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 Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense:

(i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage,

(ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage,

(iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and

(iv) 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 (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 Department. ,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 Department of the same and deliver to the Department 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 or 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 party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(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 Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty 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 or 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 federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) Reporting Requirements: The parties acknowledge that quarterly reports shall be submitted to the County and the Division within 30 calendar days of the end of the quarter for which they are due. A final cumulative program report, including both quarterly and year end cumulative program data, shall be submitted to the Division, within 30 calendar days following the ending term or termination of this agreement, whichever is sooner. These reports shall be progress reports and shall include cumulative quantitative and qualitative data relative to the outlined program objectives and the program's general operations.

In addition, the Contractor shall provide on Division supplied case monitoring forms client specific data as called for and delineated with these forms. Completed case monitoring forms shall be submitted for terminated clients with thirty calendar days after termination to the Division and the County.

Any delays, changes in the project status, staffing or program elements will be included with the progress reports. County and the Division reserve the right to request additional information in program reports whenever it deems appropriate or necessary.

The Contractor agrees to promptly notify the County and the Division of any unusual incidents involving the program, its clients or staff.

c) Provisions for Additional Reports. The above described reports shall not be construed as relieving the Contractor from any obligations to submit to the County any and all required Fiscal Cost reports. Further, County continues to reserve the right to request from the Contractor additional reporting material, both fiscal and programmatic, as it may deem necessary.

13. 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 Department and the (ii) the 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 the 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.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in 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.

16. 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 nationally 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 a courier service, as applicable, and (d)(i) if to the Department, 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 Department) 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.

17. 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 provision 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.

18. 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.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

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

FAMILY AND CHILDREN'S ASSOCIATION, INC.

By: _____
Name: Jeffrey L. Reynolds, Ph.D., CEAP, SAP
Title: President/CEO
Date: April 11, 2017

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 11th day of April in the year 2017 before me personally came Jeffrey L. Reynolds to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of the FAMILY AND CHILDREN'S ASSOCIATION, INC., 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

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix 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 by such title 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, including the 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 Department 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.

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 Best Efforts 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 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:

   Family and Children's Association (Name)
   Family and Children's Association, Inc.
   100 East Old Country Road, Mineola, New York 11501 (Address)

   516-746-0350 (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 Department 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 X 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 __X__ 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:

New York State Department of Labor Claim was made against Family and Children's Association and Nassau County totaling $226,000 for back wages related to benefit time accrued by a class of FCA/Nassau County Employees who were terminated in 2012. The matters have been settled with all parties and are deemed closed.

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.

April 11, 2017
Dated

Signature of Chief Executive Officer

Jeffrey L. Reynolds, Ph.D., CEAP, SAP
Name of Chief Executive Officer

Sworn to before me this
11th day of April, 20__.

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 20 19

Notary Public

Appendix L - Revised December 2007

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as Family and Children's Assoc. has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Jeffrey L. Reynolds (Name), President/CEO (Corporate title) of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of 4/1/2016 through 9/30/2016.

Officer Drew Crowley, Board Chair

Sworn to before me this 14th day of April 2017

NOTARY PUBLIC

MARY A. CHIZ
Notary Public, State of New York
No. 01CH6163683
Qualified in Nassau County
Commission Expires April 2, 2019

ATTACHMENT A
Family and Children's Association
STSJP Interim Budget
Budget Period 4/1/2016 to 09/30/2016

	CUMULATIVE BUDGET April - August 2016 Original Budget	CUMULATIVE BUDGET September 2016 Budget Modification
Expense		
SALARY		
Director	6,536.00	6,296.00
Detention Diversion Worker	18,674.00	18,028.00
Respite Worker	19,877.00	20,330.00
Primary Counselor	9,541.00	9,357.00
Family Case Manager	22,492.00	21,733.00
Contract Specialist	1,586.00	1,546.00
Total Salaries	**78,706.00**	**77,290.00**
Fringe @ 26.74%	**21,046.00**	**21,582.00**
Total Personnel	**99,752.00**	**98,872.00**
	26.74%	27.92%
Other Than Personnel		
Consultants	**0.00**	
Travel per diem		
Staff Travel	720.00	588.00
Client Transportation	125.00	0.00
Total	**845.00**	**588.00**
Equipment		
Supplies		
Office & Program Supplies	250.00	285.00
Printing-Outreach	0.00	0.00
Household	100.00	60.00
Postage		
Total	**350.00**	**345.00**
Contractual		
Network Outsource	800.00	795.00
Audit/Legal/Advisory	700.00	1,156.00
Data Processing	0.00	0.00
Total	**1,500.00**	**1,951.00**
Rent/Utilities		
Utilities	641.00	736.00
Telephone/Cable/Cell Phones	565.00	528.00

Program Rent		0.00	0.00
Total		**1,206.00**	**1,264.00**
Other Costs			
Equipment Rental		0.00	0.00
R/M Building		603.00	735.00
R/M Equipment		53.00	47.00
Client Activities		500.00	0.00
Insurance		861.00	1,188.00
Employee Training		580.00	1,200.00
Licenses & Permits		0.00	0.00
Conference/Hotel/Travel	**NGCRC Gang Conference**	0.00	0.00
Total		**2,597.00**	**3,170.00**
Total Program Expenses		**106,250.00**	**106,190.00**
Admin @ 12%		12,750.00	12,810.00
Grand Total		**119,000.00**	**119,000.00**

E-128-17

E-128-17

Contract ID:cqpk17000029 **Department: Parks**

Capital:

SERVICE: Personal Service

NIFS ID #:cqpk17000029 NIFS Entry Date: 02-MAY-17 Term: from 01-JAN-17 to 31-DEC-17

New	
Time Extension:	
Addl. Funds:	
Blanket Resolution:	
RES#	

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Cornell Cooperative Extension Nassau County**	Vendor ID#: **116081423**
Address: 5 Old Jericho Tpke. Jericho, NY 11753	Contact Person: Gregory Sandor
	Phone: 516-433-7970 ext 16

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0378

Routing Slip

Department	**NIFS Entry: X**	**03-MAY-17 -- PABUFFOLINO**
Department	**NIFS Approval: X**	**04-MAY-17 -- LBARKER**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**04-MAY-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**04-MAY-17 -- MRONAN**
County Atty.	**Insurance Verification: X**	**04-MAY-17 -- DMCDERMOTT**
County Atty.	**Approval to Form: X**	**04-MAY-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**05-MAY-17 -- CRIBANDO**

Leg. Affairs	Approval/Review: X	05-MAY-17 -- FBECKER
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The contract will provide for the funding of educational classes, staffing and related administrative expenses and materials needed for operation of farm.

Method of Procurement: Sole Source ¿ no entity on Long Island provides the services for the public in Nassau County

Procurement History: Cornell has been providing these services to the County for the last several years.

Description of General Provisions: The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed One Hundred Thousand Dollars ($100,000.00) ¿ see Appendix ¿A¿ .

Impact on Funding / Price Analysis: Funds appropriated and approved through the Operating Budget.

($100,000.00)

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	grt
Control:	pk
Resp:	gen9700oth
Object:	de500
Transaction:	103
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	0
Federal	0
State	0
Capital	0
Other	100000
TOTAL	100000

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgrt9700thde500	100000
		0
		0
		0
		0
		0
	TOTAL	100000

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Cornell Cooperative Extension Nassau County

2. **Dollar amount requiring NIFA approval:** $100000

   Amount to be encumbered: $100000

   This is a New

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term: 1/1/17-12-31/17**
   Has work or services on this contract commenced? N ____

   If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
X Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

   The contract will provide for the funding of educational classes, staffing and related administrative expenses and materials needed for operation of farm.

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

   Nassau County Attorney as to form

   Nassau County Committee and/or Legislature Not Applicable

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

RDALLEVA 04-MAY-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND CORNELL COOPERATIVE EXTENSION NASSAU COUNTY

WHEREAS, the County has negotiated a personal services agreement with Cornell Cooperative Extension Nassau County to enhance the on-going programming at Cornell Cooperative Extension Nassau County's East Meadow Farm, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Cornell Cooperative Extension Nassau County.

George Maragos
Comptroller

Redacted copy

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Cornell Cooperative Extension Nassau County

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). THIS IS A GRANT – CORNELL UNIVERSITY COOPERATIVE EXTENSION NASSAU COUNTY AWARD LETTER ATTACHED.

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

Department Head Signature

5/3/17

Date

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

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

May 1, 2017

Service Contract for Cornell Cooperative Extension Nassau County

The services to be provided by the Contractor under this Agreement shall consist of enhancing on going programming at the East Meadow Farm which is managed and operated by Cornell Cooperative Extension.

Cornell Cooperative Extension has a unique partnership with Nassau County where they are able to deliver high quality Environmental Educational Programs at East Meadow Farm and service many residents.

This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process.

These services cannot be provided by any staff currently employed by the County.

Brian Nugent
Chief Deputy Commissioner

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

May 1, 2017

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The services to be provided by the Contractor under this Agreement shall consist of enhancing on going programming at the East Meadow Farm which is managed and operated by Cornell Cooperative Extension.

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These services cannot be provided by any staff currently employed by the County.

Brian Nugent
Chief Deputy Commissioner

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Cornell Cooperative Extension – NASSAU COUNTY

Dated: 3/28/17

Signed: Gregory M. Sandor

Print Name: Gregory M. Sandor

Title: Executive Director

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name LARRY BERGER.
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address _____
   City/state/zip _____
   Telephone _____
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 1/3/17 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES___ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES_____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES____ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, LARRY BERGER, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27th day of March, 2017

Deborah M. Farr
Notary Public

DEBORAH M. FARR
Notary Public, State of New York
No. 01FA6254154
Qualified in Nassau County
Commission Expires January 17 2020

Cornell Cooperative Extension of Nassau County
Name of submitting business

LARRY BERGER
Print name

Larry Berger
Signature

PRESIDENT
Title

3/27/17
Date

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name REESE MICHAELS
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address
   City/state/zip N/A
   Telephone
   Other present address(es) N/A
   City/state/zip N/A
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President / 13 / 17 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓
   If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES ___ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, REESE MICHAEL, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27th day of March 2017

Deborah M. Farr
Notary Public

DEBORAH M. FARR
Notary Public, State of New York
No. 01FA6254154
Qualified in Nassau County
Commission Expires January 17 2020

Cornell Cooperative Extension Nassau County
Name of submitting business

REESE MICHAEL
Print name

Reese Michael
Signature

Vice president
Title

3/27/17
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Sally Ann Reinhardt
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address _____
   City/state/zip _____
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer 1/1/2016
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES ___ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

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11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

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I, Sally Ann Reinhardt, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27th day of March 2017

DEBORAH M. FARR
Notary Public, State of New York
No. 01FA6254154
Qualified in Nassau County
Commission Expires January 17 2020

Deborah M Farr
Notary Public

Cornell Cooperative Extension of Nassau County
Name of submitting business

Sally Ann Reinhardt
Print name

Sally Ann Reinhardt
Signature

Treasurer
Title

3 / 27 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name JoAnn Zenewitz

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address _____

   City/state/zip _____

   Telephone [redacted]

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary 3/24/17

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓
   If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

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   YES _____ NO ✓ If Yes, provide details for each such instance.

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   b) Is there any misdemeanor charge pending against you? YES _____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES _____ NO ✓ If Yes, provide details for each such charge.

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f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

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CERTIFICATION

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I, JoAnn Zenewitz, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27th day of March, 2017

Deborah M. Farr
Notary Public

DEBORAH M. FARR
Notary Public, State of New York
No. 01FA6254154
Qualified in Nassau County
Commission Expires January 17 2020

Cornell Cooperative Extension of Nassau County
Name of submitting business

JoAnn Zenewitz
Print name

JoAnn Zenewitz
Signature

Secretary
Title

03 / 27 / 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Gregory M. Sander
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) —
   City/state/zip —
   Telephone [redacted]
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   ~~Chief~~ Exec. ~~Officer~~ Director 01/01/14 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES ___ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gregory M Sander, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12th day of April 2017

Deborah M Farr
Notary Public

DEBORAH M. FARR
Notary Public, State of New York
No. 01FA6254154
Qualified in Nassau County
Commission Expires January 17 2020.

CCE-Nassau County
Name of submitting business

Gregory M. Sander
Print name

Gregory M Sander
Signature

Executive Director
Title

4/12/17
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3\30\17

1) Proposer's Legal Name: Cornell Cooperative Extension of Nassau County

2) Address of Place of Business [redacted]

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: [redacted]

Does the business own or rent its facilities? County owned Property

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ___
Other (Describe) Non-profit 501(c)(3)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

No conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. We have a Conflict of Interest Policy and Code of Ethics Policy in our Human Resources Manual which enumerates the Guidelines to follow.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; 1914

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; see attached

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 39

vi) Annual revenue of firm; $ 2.5 million

vii) Summary of relevant accomplishments See attached Report

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 103

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company County of Nassau Office of the Aging

Contact Person [redacted]

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

Company U.S DEPARTMENT of ENVIRONMENTAL CONSERVATION FORRST SERVICE

Contact Person [redacted]

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

Company CORNELL COOPERATIVE EXTENSION of SUFFOLK COUNTY (SNAP-ED GRANT)

Contact Person [redacted]

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, GREGORY M. SANDOR, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6th day of April 2017

Deborah M. Farr
Notary Public

DEBORAH M. FARR
Notary Public, State of New York
No. 01FA6254154
Qualified in Nassau County
Commission Expires January 17 2020

Name of submitting business: CCE- Nassau County

By: GREGORY M. SANDOR
Print name

Gregory M. Sandor
Signature

Executive Director
Title

04 / 06 / 17
Date

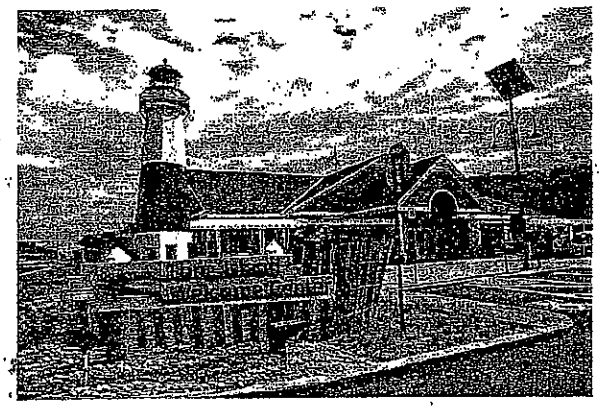
CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY

2017 BOARD OF DIRECTORS – List of Officers (Executive Committee) – April 2017

NAME/TITLE	TELEPHONE /FAX/EMAIL	OCCUPATION	TERM ENDS
PRESIDENT *Larry Berger* [redacted]	[redacted]	Retired Nassau County Planning Dept.	2nd Term ends 2018
VICE-PRESIDENT *Reese Michaels* [redacted]	[redacted]	Hygeia Realty Inc. President	1st Term ends 2018
SECRETARY *JoAnn Zenewitz* [redacted]	[redacted]		2nd Term ends 2019
TREASURER *Sally Reinhardt* [redacted]	[redacted]	Retired Family Consumer Teacher	2nd Term ends 2017
EXECUTIVE DIRECTOR *Greg Sandor* Cornell Cooperative Extension of Nassau Co. [redacted]	[redacted]	Executive Director	

CORNELL COOPERATIVE EXTENSION

IMPACTING NASSAU COUNTY



Cornell Cooperative Extension (CCE) is a dynamic educational system by which research at Cornell University is translated and placed into the hands of New York State citizens in order to enhance their lives and well-being.

Highly committed campus faculty and extension associates, agriculture teams, and local educators in a variety of fields, working together with community partners, are uniquely positioned to help apply Cornell's world class research to meaningful programming.

CCE programs are available in every county and the five boroughs of New York City, engaging NYS citizens, providing educational experiences and helping them ask the right questions.

DIFFERENCE MAKERS IN YOUR LOCAL COMMUNITIES

NASSAU COUNTY'S STORY:

CCE Nassau serves thousands of Nassau families though programs focused on horticulture, the environment, health, nutrition, and 4-H youth development.

Association Program Areas:

- Operate the Taste NY Marketplace at the new LI Welcome Center, where we promote local agriculture and sustainable food systems.
- East Meadow Farm Horticulture Center and Demonstrations Gardens are open to the public for educational classes, workshops, demonstration gardens, have a Gardening telephone hotline, Community Farm Stand and in-person diagnostics.
- Nutrition Program that includes SNAP-ED and EFNEP programs for low income families, schools, libraries and other community organizations.
- Dorothy P. Flint 4-H Camp offers summer sleepaway camp for ages 8-16 with many outdoor and environmental educational opportunities.

Association Highlights:

- Master Gardener Program, with over 100 active volunteers.
- Asian Longhorned Beetle Reforestation Program - replanted over 800 new trees throughtout quarantined areas.
- Over 60 community garden plots at East Meadow Farm.
- Horticulture Residential and Professional Memberships provided.
- Over six "hands-on" demonstation gardens at East Meadow Farm that are open to the public 7 days a week, from dawn to dusk.
- Held over 100 gardening lectures and workshops at East Meadow Farm and throughtout the community for Nassau Country Residents.
- Over 9,000 adults and youths participated in our nutrition programs. We partner with over 100 community organizations.
- We accepted over 700 WIC Farmers' Market and Senior Nutrition program at the Community Farm Stand.

FUNDING REQUEST

- $6.92 million in the SUNY budget through County Law 224 Aid to Localities for Cornell Cooperative Extension
- The Executive Budget included $3.92 million for Cornell Cooperative Extension, an increase of funding by $3 million provides capacity funds to be flexible (for emerging needs/opportunities) and nimble (respond when disasters strike)

Cornell University

COUNTY OF NASSAU

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

1. Name of the Entity: Cornell Cooperative Extension of Nassau County

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Non-Profit Association Other (specify)

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

See Attached contact List of CCE-NC Board of Directors officers (Executive Committee).

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

NONE

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

NONE

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

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

NONE

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

NONE

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

NONE

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

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

Dated: 4/12/17

Signed: Gregory M. Sandor

Print Name: Gregory M. Sandor

Title: Executive Director

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

CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY

2017 BOARD OF DIRECTORS – List of Officers (Executive Committee) – April 2017

NAME/TITLE	TELEPHONE /FAX/EMAIL	OCCUPATION	TERM ENDS
PRESIDENT *Larry Berger* [redacted] M[redacted]	[redacted]	Retired Nassau County Planning Dept.	2nd Term ends 2018
VICE-PRESIDENT *Reese Michaels* [redacted]	51[redacted]	Hygeia Realty Inc. President	1st Term ends 2018
SECRETARY *JoAnn Zenewitz* [redacted]	C: 5[redacted] S[redacted]		2nd Term ends 2019
TREASURER *Sally Reinhardt* [redacted]	[redacted]	Retired Family Consumer Teacher	2nd Term ends 2017
EXECUTIVE DIRECTOR *Greg Sandor* Cornell Cooperative Extension of Nassau Co. [redacted]	O:[redacted] C: 5[redacted] F: 5[redacted]	Executive Director	

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Cornell Cooperative Extension Nassau County**, a not-for-profit organization, having its address in 5[redacted]53 (the Contractor").

WITNESSETH:

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

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

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

1. **Term**. This Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2017, unless sooner terminated as provided for herein.

2. **Services**. The Service is more particularly described in Appendix "A" attached hereto and incorporated herein by reference.

3. **Payment**. The services to be provided by the Contractor under this Agreement shall consist of enhancing the on-going programming at CCE-NC's East Meadow Farm (See Appendix "A").The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **One Hundred Thousand Dollars** ($100,000.00) and shall be payable in fullwithin a reasonable time after the execution of this Agreement by the County.

(v) Reconciliation – If the contract is terminated for any reason prior to completion of Program due to no fault of the County, other than under conditions set forth in Section 20 of this Agreement, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when Program was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractor submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the

payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) 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 parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Contractor will receive no payments respecting any services performed after the Contractor received notice of termination from 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 contractor 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 or Person with the authority to commit the County to 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 Performer 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, 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 vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, 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 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 as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

(a) The Contractor shall, and shall cause all Contractor Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger 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 Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. **Indemnification; Defense; Cooperation**. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (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 a Contractor Agent, 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 indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Contractor of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Contractor, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractors 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 are 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.

(d) The Contractor shall, and shall cause all Contractor Agents to cooperate with the County and the Department 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 Agent in connection with this Agreement.

(e) 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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau. Such insurance is to be kept continuously in force during the currency of this Permit and any renewals thereof, and shall be written by a carrier licensed to do business in New York State and satisfactory to the County. The premium for such insurance is to be paid by the Permittee. The insurance policy must be in form, substance and in all respects acceptable to the County. **Coverage is Subject to Change according to Event.**

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- 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 Department. 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 Department of the same and deliver to the Department 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 coverage's. 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 required coverage's 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 or 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 party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. **Termination**. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) 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.

(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 Contractors 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 Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party'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.

12. **Accounting Procedures; Records**. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. **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 Department and the (ii) the 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 the 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.

14. **Work Performance Liability**. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor uses a Contractor Agent to perform some or all of

the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. **Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in 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.

16. **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 nationally 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 a courier service, as applicable, and (d)(i) if to the Department, 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 Department) 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.

17. **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 provision 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.

18. **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.

19. **Administrative Service Charge**. The Contractor is not obligated pay the County an administrative service charge of Five Hundred and Thirty Three Dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006 because Cornell Cooperative Extensions is a not-for profit organization.

20. **Miscellaneous**.

(a) The Contractor represents and warrants that it is the authorized agent for the Contractor and has the authority to enter into this Agreement on the behalf of the Contractor and agrees that as the authorized agent, by executing this Agreement, the Contractor shall be bound by the terms and conditions contained herein. The Contractor further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Contractor.

21. **Executory Clause**. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. **Entire Agreement**. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

Cornell Cooperative Extension Nassau County

By: Gregory M. Sandor
Name: Gregory M. Sandor
Title: Executive Director
Date: 4/24/17

NASSAU COUNTY

By:
Name:
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ____ Deputy County Executive

Date:

PLEASE EXECUTE IN BLUE INK

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

On the 24th day of APRIL in the year 2017 before me personally came GREGORY M SANDER to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the EXECUTIVE DIRECTOR of CORNELL COOPERATIVE EXTENSION OF NASSAU COUNTY, the company/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 company/corporation.

NOTARY PUBLIC

DEBORAH M. FARR
Notary Public, State of New York
No. 01FA6254154
Qualified in Nassau County
Commission Expires January 17 2020

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix "A"

2017 CCE-NC Proposed Allocation of County Funds:

2017 CCE-NC Proposed Allocation of County Funds:

1. Salaries/Program & Administrative Staff	$93,500
2. Utilities – E. Meadow Farm	$5,000
3. Operating Supplies	$1,500
	Total $100,000

NOTE: Subject to the approval of the Department, Contractor should have the authorization to adjust the listed line items stated herein. Regardless of the number of adjusted line items, the payment total shall not exceed the amount listed above.

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

   Gregory M. Sandor (Name)

   5 old Jericho Tpke., Jericho, NY 11753 (Address)

   516-433-7970, ext. 16 (Telephone Number)

2. The Permittee 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 Department 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, Permittee _____ 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 Permittee, 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 Permittee 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. Permittee 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.

4/24/17
Dated

Gregory M. Sandor
Signature of ~~Chief~~ Executive ~~Officer~~ Director

Gregory M. Sandor
Name of ~~Chief~~ Executive ~~Officer~~ Director

Sworn to before me this
24th day of April, 2017.

Deborah M Farr
Notary Public

DEBORAH M. FARR
Notary Public, State of New York
No. 01FA6254154
Qualified in Nassau County
Commission Expires January 17 2020

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 Department 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 therefor 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 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.

CCENAS1 OP ID: KJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/06/2017

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

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

PRODUCER
[redacted]

CONTACT NAME: [redacted]
PHONE (A/C, No, Ext): [redacted] FAX (A/C, No): [redacted]
E-MAIL ADDRESS: [redacted]

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: [redacted]	[redacted]
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Cornell Cooperative Extension
[redacted]

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK1495690	05/24/2016	05/24/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK1495690	05/24/2016	05/24/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Comprehen X Collision							$
A	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE			PHUB540754	05/24/2016	05/24/2017	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Hotel/Motel Tax Grant-funding to support East Meadow Farm. Nassau County,its officials, employees, volunteers, agents and representatives are added as additional insured as required by written contract per endorsement PI-GLD-HS NY(10/11)

CERTIFICATE HOLDER

NASSAUC

County of Nassau
1550 Franklin Ave
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cornell University
Cooperative Extension
Nassau County

April 27, 2017

Ms. Eileen Krieb, Deputy Commissioner
Nassau County Department of Parks, Recreation and Museums
Administration Building, Eisenhower Park
East Meadow, NY 11554

Dear Ms. Krieb:

This letter is to assure you that CCE-Nassau County will maintain insurance coverage throughout the term of the contract which expires December 2017.

We are aware that our insurance will be up in May 2017 and will send you an updated insurance certificate at that time. Please don't hesitate to contact me if you have any further questions.

Best regards,

Gregory M. Sandor
Executive Director

CFPW17000002

Contract ID#: S35114-13C

Department: Public Works

CF (Capital)

CF E-129-17

Contract Details

NIFS ID #: CFPW17000002 NIFS Entry Date: 3/7/17 SERVICE: Term: from Execution to 36 months

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name **H2M Architects & Engineers**	Vendor ID# **11-2235604**
Address **538 Broad Hollow Road** **4th Floor East** **Melville, NY 11747**	Contact Person **Frank M. Russo, P.E.** Phone **(631) 756-8000**

County Department
Department Contact **Thomas A. Immerso** **Sanitary Engineer II**
Address **3340 Merrick Road** **Wantagh, NY 11793**
Phone **516-571-7536**

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	3/8/17		
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	3/8/17		
3/28	OMB	*NIFS Approval* ☑	3/28/17		Yes☐ No☐ Not required if Blanket Res
	County Attorney	*CA RE & Insurance Verification* ☐			
	County Attorney	*CA Approval as to form* ☐			Yes☐ No☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
3/31/17	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	3/31/17		

PRCF1205 (12/05)

Contract ID#: S35114-13C

Department: Public Works

Contract Summary

Description: **Detailed Design Services Agreement for the Glen Cove Sewage Treatment Plant**

Purpose: **Evaluation of the Preliminary Treatment Works, inclusive of mechanical bar screens, screw conveyor, influent pumps, grit removal, motors, controls, piping, valves & the concrete influent channel – all of which are approaching the end of their useful life. Also included will be assessment of the influent building ventilation & ancillary items such as lighting, alarms & communication systems. Replacement of these components with new, efficient equipment will improve reliability while reducing O&M costs.**

Method of Procurement: **Qualifications-based selection procedure for the procurement of professional services, developed in accordance with procedures stipulated in the Board of Supervisor's Resolution 928-1993 and County Executive Order No. 1-1993.**

Procurement History: **A Request for Proposals (RFP) was advertised in *Newsday* in January, 2016 with Technical Proposals received on February 16, 2016. Three (3) firms responded to the RFP and the Technical Proposals were evaluated by NCDPW personnel. NCDPW completed its evaluation and recommended the award of this Contract to H2M architects + engineers on April 7, 2016.**

Description of General Provisions: **This agreement provides for comprehensive detailed design services inclusive of development of a Technical Design Report (Div. A) and ensuing responsibility of providing Detailed Design (Div. B) & Construction-Related Services (Div. C, D & E) under this Contract.**

Impact on Funding / Price Analysis: **Funding for these services will come from Capital Project S35114.**
Base fee: $456,000
30% Cont.: $136,800
Total Amt.: $592,800

Change in Contract from Prior Procurement: **N/A**

Recommendation: (approve as submitted) **Approve as submitted.**

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	114
Object:	
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	$
County	$
Federal	$
State	$
Capital	$592,800
Other	$
TOTAL	$ 592,800

LINE	INDEX/OBJECT CODE	AMOUNT
1	CSWCSW35114	$ 592,800
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 592,800

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Thomas A. Immerso, Sanitary Engineer II** **Date:** **Sept. 22, 2016**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/8/17
Date	Date	(For Office Use Only) E #:

PRCF1205 (12/05)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

1. Vendor: **H2M Architects & Engineers**

2. Dollar amount requiring NIFA approval: $ **592,800.00**

Amount to be encumbered: $ **592,800.00**

This is a ___√___ New Contract ____ Advisement ____ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: **Thirty-six (36) months**

Has work or services on this contract commenced? ____ Yes ___√___ No

If yes, please explain: _____

4. Funding Source:

____ General Fund (GEN)
____ Capital Improvement Fund (CAP)
____ Other

___√___ Grant Fund (GRT)
Federal % ___100___
State % _____
County % _____

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

Has the County Legislature approved the borrowing? ___√___ Yes _____ No

Has NIFA approved the borrowing for this contract? _____ Yes ___√___ No

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

Project will evaluate Preliminary Treatment Works at Glen Cove WPCP, inclusive of mechanical bar screens, influent pumps, grit removal, motors, controls, piping, valves & the concrete influent channel-all of which are approaching the end of their useful life. Also included will be assessment of influent building ventilation & ancillary items such as lighting, alarms & communication systems. Replacement of these components with new, efficient will improve reliability of this critical infrastructure while reducing O & M costs.

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

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

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

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

EXCEEDS $ 50K

AUTHORIZATION

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

Signature Title Date 4/4/17

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

NIFA approves this contract/amendment, but no time charges shall be recognized or paid for services rendered prior to the later of (1) the date of NIFA approval; and (2) the date when the contract/amendment has been fully executed by all parties.

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: H2M architects + engineers

CONTRACTOR ADDRESS: 538 Broad Hollow Road, 4th Floor East Melville, NY 11747

FEDERAL TAX ID #: 11-2215346

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

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in ***Newsday*** [newspaper] on October 28, 2015 [date]. The sealed bids were publicly opened on December 1, 2015 [date]. Two (2) [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

3/8/17

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: H2M architects + engineers

Dated: January 25, 2017

Signed:

Print Name: Frank M. Russo, P.E.

Title: Senior Vice President

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: January 25,2017

Signed:

Print Name: Frank M. Russo, P.E.

Title: Senior Vice President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Richard W. Humann, P.E.

   Date of birth [redacted]

   Home addre[redacted]

   City/state/zip[redacted]

   Business address 538 Broad Hollow Road, 4th Floor East

   City/state/zip Melville, NY 11747

   Telephone (631) 756-8000

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President 01 / 02 / 12 Treasurer ___/___/___

   Chairman of Board 01 / 01 / 13 Shareholder [redacted]

   Chief Exec. Officer 01 / 02 / 13 Secretary ___/___/___

   Chief Financial Officer / / Partner / /

   Vice President From 01/17/05 to 01/02/12

   (Other) Chief Operating Officer (COO) 01/02/12 to 01/02/13

3. Do you have an equity interest in the business submitting the questionnaire?
   [redacted]

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business
   [redacted]

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___
   If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary): President and CEO (2005 to present); Vice President (2005-2012)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): President and CEO (2012 to present)

ANSWERS to 6.: H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental anitities in the past 3 years, along with H2M architects + engineers.
H2M Architects & Engineers, Inc. has the following 3 contracts: B.Roseland, NJ (2015), B.Pompton Lakes, NJ (2013), Twp.Neptune, NJ (2013-2014)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___
If Yes, provide details. See our answer directly above this question 6.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard Humann, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24th day of January 2017

Notary Public

JOSEPHINE A. CUGGINO
Notary Public - State of New York
No. 01CU6316397
Qualified In Suffolk County
My Comm. Expires Dec. 15, 2018

H.M. ASPHALTO ENGINEERS
Name of submitting business

Richard Humann
Print name

Signature

CEO / President
Title

1 / 25 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Gary E. Loesch, P.E.

   Date of birth NY Foil 87.2(b)-pers privacy

   Home addre

   City/state/zip

   Business address 538 Broad Hollow Road, 4th Floor East

   City/state/zip Melville, NY 11747

   Telephone (631) 756-8000

   Other present address(es) ____

   City/state/zip ____

   Telephone ____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Sharehold NY Foil 87.2(b)-pers privacy

   Chief Exec. Officer ____/____/____ Secretary

   Chief Financial Officer / / Partner / /

   Vice President Executive Vice President: From 01/01/88 to present

   (Other) Chief Operating Officer (COO) 01/01/13 to present

3. Do you have an equity interest in the business submitting the questionnaire? NY Foil 87.2(b)-pers privacy

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business NY Foil 87.2(b)-pers privacy

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___. If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary): Executive Vice President, COO, Secretary (01/01/87 to present)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): COO, Executive Vice President, Secretary (06/28/02 to present)

ANSWERS to 6.: H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers.
H2M Architects & Engineers, Inc. has the following 3 contracts: B.Roseland, NJ (2015), B.Pompton Lakes, NJ (2013), Twp.Neptune, NJ (2013-2014)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___
If Yes, provide details. See our answer directly above this question 6.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ____ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gary E. Luesch, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 27th day of January 2017

Notary Public

JOSEPHINE A. CUGGINO
Notary Public - State of New York
No. 01CU6316397
Qualified in Suffolk County
My Comm. Expires Dec. 15, 2018

H2M Architects + Engineers
Name of submitting business

Gary E. Luesch
Print name

Signature

Corporate VP / Secretary
Title

1 / 25 / 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Gregory C. Smith, CPA

   Date of birth NY Foil 87.2(b)-pers privacy

   Home addre

   City/state/zip

   Business address 538 Broad Hollow Road, 4th Floor East

   City/state/zip Melville, NY 11747

   Telephone (631) 756-8000

   Other present address(es) ____

   City/state/zip ____

   Telephone ____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer 01 / 01 / 14

   Chairman of Board ___/___/___ Shareholder NY Foil 87.2(b)-pers privacy

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer 01 / 01 / 14 Partner / /

   Vice President Senior Vice President: From 01/01/16 to present

   (Other) Controller 09/21/87 to 12/31/13

3. Do you have an equity interest in the business submitting the questionnaire?
   NY Foil 87.2(b)-pers privacy

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business
   NY Foil 87.2(b)-pers privacy

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.

H2M Associates, Inc. (wholly owned subsidiary): Treasurer, CFO (2005 to present)
H2M Architects & Engineers, Inc. (authorized to practice architecture in New Jersey): Treasurer, CFO (2005 to present)

ANSWERS to 6.: H2M Associates, Inc. is a wholly owned subsidiary and has been awarded various contracts from various governmental entities in the past 3 years, along with H2M architects + engineers.
H2M Architects & Engineers, Inc. has the following 3 contracts: B Roseland, NJ (2015), B.Pompton Lakes, NJ (2013), Twp.Neptune, NJ (2013-2014)

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___
If Yes, provide details.
See our answer directly above this question 6.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract. including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

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I, Gregory C Smith, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 25th day of January, 2017

Notary Public

JOSEPHINE A. CUGGINO
Notary Public - State of New York
No. 01CU6316397
Qualified in Suffolk County
My Comm. Expires Dec. 15, 2018

HJM ARCHITECTS ENGINEERS

Name of submitting business

Gregory C Smith

Print name

Signature

CFO

Title

1/25/17

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: January 23, 2017

1) Proposer's Legal Name: H2M Architects, Engineers, Surveying and Landscaping, DPC dba H2M Architects + engineerrs

2) Address of Place of Business: 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747

List all other business addresses used within last five years:
575 Broad Hollow Road, 4th Floor East, Melville, NY 11747

3) Mailing Address (if different): _____

Phone : (631) 756-8000

Does the business own or rent its facilities? NY Foil 87.2(d)-

4) Dun and Bradstreet number: 05-499-2334

5) Federal I.D. Number: 11-2235604

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X
Corporation ____ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ____ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes X No ___ If Yes, please provide details: NY Foil 87.2(d)-

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
NO CONFLICTS EXIST

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
NO CONFLICTS EXIST

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
NO CONFLICTS EXIST

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
H2M WILL CONTINUE TO MONITIR FAMILY RELATIONSHIPS BETWEEN OUR EMPLOYEES AND NASSAU COUNTY EMPLOYEES THROUGH IMLLEMENTING PROCEDURES TO CHECK ALL NEW HIRES PRIOR TO EMPLOYMENT WITH H2M. THIS TAKES PLACE THROUGH ADDING AN APPROPRIATE QUESTION IN OUR EMPLOYMENT APPLICATION. SHOULD NASSAU COUNTY REQUEST OR RECCOMEND ADDITIONAL PROCEDURES, H2M WILL COOPERATE WITH NASSAU COUNTY TO IMPLEMENT THEM

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

See responses on the following pages

B. Indicate number of years in business. See responses on the following pages

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. See responses on the following pages

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Village of Patchogue

Contact Person Joseph Dean, Public Works Superintendent

Address 14 Baker Street

City/State Patchogue, New York 11772

Telephone (631) 475-4300

Fax # na

E-Mail Address jpdean@patchoguevillage.org

Company Suffolk County DPW

Contact Person John Donovan, P.E., Chief Engineer

Address 335 Yaphank Avenue

City/State Yaphank NY 11980

Telephone (631) 852-4184

Fax # NA

E-Mail Address john.donovan@suffolkcountyny.gov

Company Oyster Bay Sewer District

Contact Person Superintendent Thomas Rosetti

Address 15 Bay Avenue

City/State Oyster Bay, NY 11771

Telephone (516) 922-4922

Fax # NA

E-Mail Address NA

Introduction and Legal Existence

Organized in 1933 and founded on professional excellence, hard work and integrity, H2M architects + engineers (H2M) is proud of its long history of client service and design excellence. Providing seasoned judgment, quality service, technical skill, vision, and resourcefulness, H2M remains committed to achieving goals in step with our clients and in harmony with the environment.

H2M is a privately owned, full service, multi-disciplined professional A/E consulting firm that provides services to governmental agencies, municipalities, special districts and private industry. The firm is a NYS Design Professional Corporation, licensed by the NYS Department of Education to provide professional engineering services in New York.

H2M has seven office locations; its headquarters is located at 538 Broad Hollow Road, in Melville, New York, the remaining offices are at **New York, Albany, White Plains, and Suffern New York**, and **Parsippany and Howell, New Jersey**.

Firm History

H2M was initially oriented toward the planning and design of municipal infrastructure projects. The company's capabilities have since grown to include complete full professional services, some of which include: civil/site engineering, survey, structural engineering, mechanical engineering, electrical engineering, sanitary engineering, environmental engineering, water supply management, wastewater management, industrial hygiene, solid and hazardous waste management, geographic information systems mapping, planning and architecture.

The full complement of our professional staff includes:

- Staff Resources of over 300 Employees
- 65 Licensed Professional Engineers
- 35 Registered Architects
- 30 LEED Accredited Professionals
- Licensed Landscape Architects and Surveyors
- Professional Planners
- Environmental Scientists
- Certified Geologists, Hydrogeologists, Ground Water Professionals
- Construction Inspectors, GIS and CADD Designers
- Industrial Hygienists and Safety Professionals
- Certified Asbestos / Lead Inspectors and Managers
- Sewage / Water Treatment Plant Operators

Date of Formation

Legal Firm Name:
H2M Architects, Engineers, Surveying and Landscape Architecture, DPC

DBA: H2M architects + engineers

- Became a Professional Corporation (P.C.) 12/10/70
- Became a Design Professional Corporation (D.P.C.) 11/15/13

State of Incorporation: New York

Number of Employees: 302

Annual Revenue of Firm: NY Foil 87.2(d)- trade secret

Number of Years in Business: Established in 1933

Distinguishing Qualifications: Some of the strengths of our firm are:

- Familiarity and experience working with Nassau County.
- The firm's excellent reputation for quality of work, responsiveness and professionalism.
- The firm's experienced staff and experienced project management that we are proposing to commit to this assignment.
- Experience with equipment site prep projects for our industrial clients.
- Use of Building Information Modeling (BIM) software provides three dimensional exterior and interior views of the project at all stages of design and provides clash detection between material and equipment objects of the different trades thereby decreasing change orders during the construction phase.
- The resource capabilities of our firm, which allows us to successfully complete multiple projects simultaneously and keep to project schedules.
- Our proposed approach that will allow us to complete the requested assignment in a well-coordinated and timely manner.
- Our firm takes ownership and we look to assure our work suits our client's needs and objectives and its completion is on schedule, within budget and requires the least amount of client involvement.
- We are a proactive firm that attempts to anticipate future issues and plan ahead in order to assure a successful project's completion while anticipating future needs.

Certificate of Authorization

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

H2M ARCHITECTS ENGINEERS LAND SURVEYING AND
LANDSCAPE ARCHITECTURE DPC
538 BROAD HOLLOW RD
4TH FLOOR EAST
MELVILLE, NY 11747-5079

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.

DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011903 DUPLICATE

JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

Sustainable Design

H2M is a member of the USGBC (United States Green Building Council) and we are committed to taking a leadership role as it relates to building and our environment. We will provide an environmentally sensitive approach to this project, one that is balanced, economical and specific to the work to be undertaken.

We will look to identify and evaluate potential green opportunities that will have an immediate, measurable impact on key concerns such as energy conservation, global climate change, and occupant health.

Company Officer / Associates

The following list includes the officers and senior associates of H2M.

OFFICERS & SHAREHOLDERS	NY Foil 87.2(b)- pers privacy	TITLE
Richard W. Humann, P.E.		Chairman & CEO/President
Gary E. Loesch, P.E., DEE		COO/Executive Vice Pres., Secretary
Dennis M. Kelleher, P.E.		Senior Vice President, Asst. Secretary
Gregory C. Smith		Treasurer & CFO
Jeffrey L. Czajka, P.E.		Senior Vice President
Anthony P. Fisher, P.E.		Senior Vice President
Steven J. Hyman, P.E.		Senior Vice President
Joseph M. Mottola, R.A		Senior Vice President
Frank M. Russo, P.E.		Senior Vice President
Michael Bonacasa, AIA		Vice President
George Desmarais, P.E.		Vice President
Michael N. Gentils		Vice President
Steven C. Hearl, P.E.		Vice President
Ronald B. Lanner, R.A.		Vice President
Sui Y. Leong, P.E.		Vice President
David L. Mammina, P.E.		Vice President
Charles A. Martello, P.E.		Vice President
James Neri, P.E.		Vice President
Guy Y. Page, R.A.		Vice President
Charles V. Pittman		Vice President
Philip J. Schade, P.E.		Vice President
David J, Pacheco, AIA		Vice President
Dennis A. Ross, AIA		Vice President
Elizabeth C. Uzzo, SPHR		Vice President
Dennis G. Lindsay		Vice President
Charles Beckert, R.L.A.		Assistant Vice President
John Schnurr, L.S.		Assistant Vice President
Saverio J. Belfiore, AIA		Assistant Vice President
Ernest V. Iannucci, P.E.		Assistant Vice President
Paul R. Lageraaen, P.E.		Assistant Vice President
Robert J. Lucas, P.E.		Assistant Vice President
Joseph A. Manzella, P.E		Assistant Vice President
Danny Tanzi, P.E.		Assistant Vice President
Christopher Weiss, P.E.		Assistant Vice President
Renee Marcus		Senior Associate
Joseph J. Todaro		Senior Associate
Sharon Norton-Remmer		Senior Associate
Philip Bianco		Senior Associate
John R. Collins, P.E.		Senior Associate
Michael W. McKeown, P.E.		Senior Associate
Kenneth R. Gehringer, AIA		Senior Associate
Robert E. Ikes, III, R.A.		Senior Associate
Michael W. Keffer, P.E.		Senior Associate
Gregory J. Levasseur, P.E.		Senior Associate
Matthew R. Mohlin, P.E		Senior Associate
Richard T. Palladino		Senior Associate
Kevin M. Taylor		Senior Associate
Allison K. Auriemmo		Senior Associate
Veronica E. Byrnes		Senior Associate
Michael W. Lantier		Senior Associate
Eric W. Maisch		Senior Associate
Debbie Mattina		Senior Associate
Jamie E. Pizzardi		Senior Associate

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Frank M. Russo, P.E., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of February 2017

Notary Public

ANDREA L SOBOCINSKI
Notary Public, State of New York
SUFFOLK COUNTY
01SO6213479
Commission Expires Nov 9, 2017

Name of submitting business: H2M architectures + engineers

By: Frank M. Russo, P.E.
Print name

Signature

Senior Vice President
Title

2 / 1 / 17
Date

COUNTY OF NASSAU

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

1. Name of the Entity: H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC (dba H2M architects + engineers)

   Address: 538 Broad Hollow Road, 4th Floor East

   City, State and Zip Code: Melville, New York 11747

2. Entity's Vendor Identification Number: 11-2235604

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp Design Professional Corporation Other (specify)

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

Refer to attached sheet

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

Refer to attached sheet

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

H2M Associates, Inc. NY FOIL 87.2(d) trade secret 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054

H2M Architects &Engineers, Inc. NY FOIL 87.2(d) trade secret 119 Cherry Hill Road, Suite 110, Parsippany, New Jersey 07054

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None

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

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

Dated: January 25, 2017

Signed:

Print Name: Gary E. Loesch, P.E., DEE

Title: COO/Executive Vice Pres., Secretary

RESPONSES TO PUBLIC DISCLOSURE

H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C.
(D.B.A. H2M architects + engineers)

Questions 4 and 5

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE	%SHARES
Richard W. Humann, P.E.*	NY FOIL 87.2(b) pers. privacy	Chairman & CEO/President	NY FOIL 87.2(b) pers. privacy
Gary E. Loesch, P.E., DEE*		COO/Executive Vice Pres., Secretary	
Dennis M. Kelleher, P.E.		Senior Vice President, Asst. Secretary	
Gregory C. Smith*		Treasurer & CFO	
Jeffrey L. Czajka, P.E.		Senior Vice President	
Anthony P. Fisher, P.E.		Senior Vice President	
Steven J. Hyman, P.E.		Senior Vice President	
Joseph M. Mottola, R.A*		Senior Vice President	
Frank M. Russo, P.E.		Senior Vice President	
Michael Bonacasa, AIA		Vice President	
George Desmarais, P.E.		Vice President	
Michael N. Gentils		Vice President	
Steven C. Hearl, P.E.		Vice President	
Ronald B. Lanner, R.A.		Vice President	
Sui Y. Leong, P.E.		Vice President	
David L. Mammina, P.E.		Vice President	
Charles A. Martello, P.E.*		Vice President	
James Neri, P.E.		Vice President	
Guy Y. Page, R.A.		Vice President	
Charles V. Pittman		Vice President	
Philip J. Schade, P.E.		Vice President	
David J. Pacheco, AIA		Vice President	
Dennis A. Ross, AIA		Vice President	
Elizabeth C. Uzzo, SPHR		Vice President	
Dennis G. Lindsay		Vice President	
Charles Beckert, R.L.A.		Assistant Vice President	
John Schnurr, L.S.		Assistant Vice President	
Saverio J. Belfiore, AIA		Assistant Vice President	
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Gregory J. Levasseur, P.E.		Senior Associate	
Matthew R. Mohlin, P.E		Senior Associate	
Richard T. Palladino		Senior Associate	
Kevin M. Taylor		Senior Associate	
Allison K. Auriemmo		Senior Associate	
Veronica E. Byrnes		Senior Associate	
Michael W. Lantier		Senior Associate	
Eric W. Maisch		Senior Associate	
Debbie Mattina		Senior Associate	
Jamie E. Pizzardi		Senior Associate	

* Board Members

COUNTY OF NASSAU

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

1. Name of the Entity: H2M Architects & Engineers, Inc.

   Address: 119 Cherry Hill Road, Suite 110

   City, State and Zip Code: Parsippany, NJ 07054

2. Entity's Vendor Identification Number: 20-0809570

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co ____Closely Held Corp Corporation Other (specify)

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

Refer to attached sheet

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

Refer to attached sheet

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None

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

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

Dated: January 25, 2017

Signed:

Print Name: Gary E. Loesch, P.E., DEE

Title: COO/Executive Vice Pres., Secretary

COUNTY OF NASSAU
RESPONSES TO PUBLIC DISCLOSURE

H2M ARCHITECTS & ENGINEERS, Inc.

Question 4

BOARD MEMBERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	NY FOIL 87.2(b) pers. privacy	Chairman
Gary E. Loesch, P.E., DEE		Secretary
Michael Bonacasa, AIA		Board Member
Dennis G. Lindsay, P.E		Board Member
Joseph M. Mottola, R.A		Board Member

Question 5

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	NY FOIL 87.2(b) pers. privacy	Chairman & CEO/President*
Gary E. Loesch, P.E., DEE		COO/Executive Vice Pres., Secretary*
Joseph M. Mottola, R.A		Senior Vice President*
Michael Bonacasa, AIA		Vice President*
Dennis G. Lindsay, P.E		Vice President*
Sui Y. Leong, P.E.		Vice President*
Charles A. Martello		Vice President
Gregory C. Smith, CPA		CFO

* - shareholder

COUNTY OF NASSAU

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

1. Name of the Entity: H2M Associates, Inc. NY FOIL 87.2(d), trade secret

Address: 119 Cherry Hill Road, Suite 110

City, State and Zip Code: Parsippany, NJ 07054

2. Entity's Vendor Identification Number: 22-2275101

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓ Closely Held Corp _____Other (specify)

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

Refer to attached sheet

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

Refer to attached sheet

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

Not applicable

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

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

Dated: January 25, 2017

Signed:

Print Name: Gary E. Loesch, P.E., DEE

Title: COO/Executive Vice Pres., Secretary

RESPONSES TO PUBLIC DISCLOSURE

H2M ASSOCIATES, INC.

Question 4

BOARD MEMBERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	NY FOIL 87.2(b); pers. privacy	Chairman
Gary E. Loesch, P.E., DEE		Secretary
Sui Y. Leong, P.E.		Vice President

Questions 5

OFFICERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.*	NY FOIL 87.2(b); pers. privacy	Chairman & CEO/President
Gary E. Loesch, P.E., DEE*		COO/Executive Vice Pres., Secretary
Dennis M. Kelleher, P.E.		Senior Vice President, Asst. Secretary
Gregory C. Smith*		Treasurer & CFO
Jeffrey L. Czajka, P.E.		Senior Vice President
Anthony P. Fisher, P.E.		Senior Vice President
Steven J. Hyman, P.E.		Senior Vice President
Joseph M. Mottola, R.A*		Senior Vice President
Frank M. Russo, P.E.		Senior Vice President
Michael Bonacasa, AIA		Vice President
George Desmarais, P.E.		Vice President
Michael N. Gentils		Vice President
Steven C. Hearl, P.E.		Vice President
Ronald B. Lanner, R.A.		Vice President
Sui Y. Leong, P.E.		Vice President
Dennis G. Lindsay, P.E.		Vice President
David L. Mammina, P.E.		Vice President
Charles A. Martello, P.E.*		Vice President
James Neri, P.E.		Vice President
David J. Pacheco, AIA		Vice President
Guy Y. Page, R.A.		Vice President
Charles V. Pittman		Vice President
Dennis A. Ross, AIA		Vice President
Philip J. Schade, P.E.		Vice President
Elizabeth C. Uzzo, SPHR		Vice President
Charles Beckert, R.L.A.		Assistant Vice President
John Schnurr, L.S.		Assistant Vice President
Saverio J. Belfiore, AIA		Assistant Vice President
Ernest V. Iannucci, P.E.		Assistant Vice President
Paul R. Lageraaen, P.E.		Assistant Vice President
Robert J. Lucas, P.E.		Assistant Vice President
Joseph A. Manzella, P.E		Assistant Vice President
Danny Tanzi, P.E.		Assistant Vice President
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Veronica E. Byrnes		Senior Associate
John R. Collins, P.E.		Senior Associate
Renee Marcus		Senior Associate
Michael W. McKeown, P.E.		Senior Associate
Kenneth R. Gehringer, AIA		Senior Associate
Robert E. Ikes, III, R.A.		Senior Associate
Michael W. Keffer, P.E.		Senior Associate
Michael W. Lantier		Senior Associate
Gregory J. Levasseur, P.E.		Senior Associate

Eric W. Maisch	NY FOIL 87.2(b) pers. privacy	Senior Associate
Debra L. Mattina		Senior Associate
Matthew R. Mohlin, P.E		Senior Associate
Richard T. Palladino		Senior Associate
Jamie Pizzardi		Senior Associate
Sharon Norton Remmer		Senior Associate
Kevin M. Taylor		Senior Associate
Joseph J. Todaro		Senior Associate

*Shareholder

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) H2M architects + engineers, a consultant engineering firm having its principal office at 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747 (the "Firm" or the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate **thirty six (36) months** from the commencement date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of the following; design and construction related services for the Glen Cove Waste Water Treatment Plant Preliminary Treatment System and Building Improvements. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **Five Hundred Ninety Two Thousand Eight Hundred ($592,800) dollars.**

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) 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.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments 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.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and

purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. 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 contractor 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 or Person with the authority to commit the County to 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).

6. 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.

7. 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, human rights, a living wage, and disclosure of information, 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 hereby made a part hereof. As

used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, 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, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty 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) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such 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 Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. 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 endanger 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 Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, attorneys' fees and disbursements) and damages ("Losses"), caused by any negligent acts or negligent omissions, willful misconduct or breach of performance under this Agreement by the Contractor or a Contractor Agent, 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 Agents to, cooperate with the County and the Department 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 Agent in connection with this Agreement.

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

10. 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 two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) 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, and (iv) 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 Department. 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 Department of the same and deliver to the Department 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.

11. 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 or 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 party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. 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.

(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 Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty 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 or impending 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.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. 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 Department and the (ii) the 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 the 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 in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent 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 or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in 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

nationally 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 a courier service, as applicable, and (d)(i) if to the Department, 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 Department) 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 and Construction.

(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 provision 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 party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

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

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

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

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

H2M architects + engineers

By: _____

Name: Christopher A. Weiss

Title: Assistant Vice President

Date: 6/15/16

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

[**Note to Departments:** County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~ Suffolk)

On the 11 day of June in the year 2011 before me personally came Christopher Weiss to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Assistant Vice President of H2M Architects + Engineers, 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

ANDREA L SOBOCINSKI
Notary Public, State of New York
SUFFOLK COUNTY
01SO6213479
Commission Expires Nov 9, 2012

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ 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

EXHIBIT A
DETAILED SCOPE OF SERVICES

A. Task 1 – Division A Services -Technical Design Report (TDR)

Division A - The Firm shall prepare one (1) Technical Design Report (TDR) for the project that will include, at a minimum, chapters dedicated to each location containing the following:

1. Condition Assessment
    a. Evaluate the condition of Glen Cove Wastewater Treatment Plant preliminary treatment processes (influent screening, raw wastewater pumping and grit removal), equipment and building ventilation system(s), to identify necessary repairs and improvements to bring this plant's preliminary treatment components into a state of good repair and compliance within applicable codes and standards.
    b. At the minimum, it is anticipated that the scope of the project will involve the following:
        i. Replacement of four (4) influent pumps, replacement of influent screens (mechanical bar screens, and repair of associated concrete channels), grit removal improvements (replacement of grit tank mechanicals including screw conveyor), electrical improvements (including replacement of MCCs electrical distribution panels, instrumentation and control panels and lighting), upgrade of the building ventilation system, to bring this plant into a state of good repair and compliance with applicable codes and standards.
        ii. The evaluation will also include plumbing (domestic, sanitary, protected water, etc.), process piping, ancillary systems housed within the preliminary treatment facility and the building itself, with respect to the need for repair and/or improvement.
        iii. In general, the design is to be evaluated against NFPA 820, and WEF Best Practices for Design of Municipal Wastewater Treatment Plant Standard Design Guidelines. An excerpt of a 2012 Condition Assessment Report is provided (Attachment B).
        iv. The Firm shall provide an independent evaluation and shall incorporate the same in the Technical Design Report (TDR).
        v. The Firm shall evaluate and present new technologies, as applicable, which will improve the operating efficiency of the various preliminary treatment processes.
    c. The evaluation shall, at a minimum, encompass the following:
        i. Review of available documents such as sewer maps, original drawings, GIS data, reports, etc.
        ii. Interviews with staff responsible for plant operation and maintenance
        iii. Site survey (visual inspection, measurements, photographs and data collection in general).
        iv. Survey for any hazardous materials which may be encountered during performance of project scope.

2. Prepare a Technical Design Report for the Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements Project. The Technical Design Report (TDR) is to include the following:

    a. Description of existing conditions and associated problems.

    b. Discussion of possible solutions to problems, including a discussion of alternatives.

    c. Recommendation of solution.

d. Schematic design, listing design criteria and basis for design, including calculating potential flow within the collection area and any additional flow from anticipated development within the area.

e. Identification and descriptions of studies, tests, technical surveys, etc. which will be required to determine the final design, along with the estimated cost and timing of such studies

f. Proposed approach to maintaining plant operations during construction

g. Preliminary Design and Construction schedule.

h. Preliminary construction cost estimate.

While other documents may be cited for reference, the Technical Design Report's must be able to stand on their as the basis for design. The firm shall submit the report (six [6] copies) in draft form for review by the County. The firm shall meet with NCDPW, the City of Glen Cove, and others as/if necessary, to discuss the parameters of the design and review comments on the draft TDR. Finalize the TDR incorporating any revisions and provide six (6) paper copies and an electronic (*.PDF format) copy of the TDR.

B. Division B - Detailed Design Services

Upon County approval of the technical design reports, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates for the Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements suitable for public bidding as a single project.

The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County, and shall control in the event of any conflict or discrepancies.

The Firm shall furnish bid plans and master specification book in *.PDF format; as well as eight (8) hard copies of each full-size drawings and specification book, to the County in order that necessary reproductions and copies of the same may be prepared by the County.

During the preparation of these documents the Firm shall perform the following services:

1. Submit preliminary (40% design completion), draft bid (75% design completion) and pre-bid (100% design completion) plans and specifications for County review (maximum six [6] sets for each) and approval.

2. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.

3. Submit three (3) copies of a draft detailed construction cost estimate (at 40% design completion) and three (3) copies of a final detailed construction cost estimate (at 75% and 100% design completion). The cost estimate will have a breakdown by CSI division for each cost item in the estimate.

4. Prepare and submit the necessary Environmental Impact Forms.

5. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:

    a. New York State Department of Environmental Conservation – Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites

    b. Nassau County agencies – Fire Marshall and/or Health Department

    c. Other Local agencies (Towns, Villages...)

6. Submit written responses to all County review comments.

7. Review the County's Master Project Labor Agreement and undertake a feasibility study to determine whether it would be in the County's best interest to incorporate this project under the terms of the PLA, and if warranted, prepare the addendum to add the project to the PLA and subsequently oversee the execution of the same by the responsible parties.

8. Make periodic site visits as necessary for a complete understanding of the system operation.

9. Submittal of bid plans and a master specification book. The Firm shall have the required number of County review sets of bid documents printed without the assistance of the County.

10. Review all comments and/or questions posed by prospective bidders.

11. Prepare all necessary addenda to the contract documents.

12. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.

13. If requested, the Firm will provide copies of any and all design calculations.

If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.

In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following the CSI format.

The Firm shall not commence the services described in Divisions C, D and E until such time as the necessary capital funds are appropriated by the Nassau County Legislature, encumbered thereof by the Nassau County Comptroller for the required purpose and authorized by the Commissioner.

C. Division C - General Inspection Services

Prior to and during the course of project construction, the Firm shall perform the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with ten (10) sets of conformed plans in paper and .PDF format and a master specification book.

2. Provide representation at the site(s) pre-construction conference.

3. Review and approve detailed construction, shop and erection drawings.

4. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.

5. Review all laboratory, shop, mill, material and equipment test reports.

6. Prepare supplemental sketches, if required, to reflect actual field conditions.

7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.

8. Assist the County in interpreting the construction contract documents.

9. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.

10. Arrange for the Firm's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.

11. Witness and provide a written report on shop tests for all major equipment.

12. Provide consultation on special construction problems by specialists in specific fields of work.

13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractor's Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm's periodic site visits. This task shall include, but not be limited to the following:

    a. That all equipment is shown as installed and that furnished dimensions are correct.

    b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.

    c. That all changes, additions and deletions are shown.

    d. That the record drawings are legible and clearly drawn.

    e. That all supplemental and detailed drawings are included.

15. Check Prime Construction Contractor prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

D. Division D - Facility Operation and Maintenance Manual

Under this division of work, the Firm shall update the pertinent sections of the existing sections of the Glen Cove WTP Operation and Maintenance Manual ("O&M Manual") using the EPA Publication, " Considerations for preparation of Operation and Maintenance Manuals (EPA-430/9-74001)" as a guideline.

The O&M Manual provides a detailed description of the treatment facilities, process control strategies, start-up and shutdown procedures, laboratory test procedures, emergency response procedures, safety guidelines, troubleshooting procedures, equipment preventive maintenance schedules as well as process flow schematics, isometric figures, cross section and plan diagrams, valve schedules, single line diagrams, and miscellaneous tables.

The completion of the appropriate O&M Manual sections will coincide with each segment of construction. A draft version of the O&M manual sections will be submitted for county review and approval prior to payment for the 90% completion point in construction. A final version of the O&M manual sections will be submitted for County review and approval at the 100% construction completion point to incorporate issues learned during startup. The final O&M manual sections will be supplemented with cataloged and bound copies of the approved equipment manufacturers' O&M Manuals.

Six (6) copies of the draft O&M Manual Sections will be submitted for County review. Two (2) copies of the electronic files (both text and graphics) used to produce the manuals will be turned over to the County. In addition, two (2) hard copies (bound) of the final O&M Manual Sections will be submitted for County review and approval. The County requires compatibility of software as described in the subsequent paragraph.

Prepare and provide to the County, Standard Operating Procedures (SOP's) to assist Operating Staff in the routine operation, maintenance and monitoring of all key components of the enhanced/improved odor control facility at each site. The SOP's shall be site and equipment

specific and be stand-alone documents with a maximum length of two (2) pages. The SOP's are to be mounted, laminated and then posted near the appropriate equipment or control panel.

Add/remove equipment associated with this project on the Plant's Equipment Asset Inventory database.

Two (2) additional copies of the SOP's shall be included in the appropriate O&M Manual. Copies of the electronic files (both text and graphics) used to produce the SOP's will be turned over to the County. The software is to be compatible with existing County software and if not, the Firm will supply additional copies to the County.

E. Division E - Facility Start-Up, Staffing and Training Services

Under this division of work the Firm shall provide the following services:

1. Start-Up Services.

   a. The Firm shall conduct start-up services during construction and shall continue until initiation of the one (1) year project performance period. The following detailed breakdown delineates the specific elements of the services associated with the Preliminary Treatment Improvements Project.

   b. Scheduling. The Firm, in conjunction with the County, shall develop an overall start-up sequencing schedule that will define in detail significant start-up activities. The overall start-up sequencing schedule shall be coordinated with the County and Construction Contractors and updated as necessary.

   c. Start-Up Assistance. The Firm shall provide expert on-site start-up assistance prior to and during initial flow-through for the process units. Start-up assistance during the first year of operation will be provided on a reasonable "on-call" basis for troubleshooting, debugging, cost-effective process optimization, and general startup supervision. Services to be provided include:

      i. Strategic Start-Up Plan. This plan is designed to delineate major and minor events expected when placing into operation equipment installed in connection with the Influent Screens Facility Improvements. The Start-up Plan shall identify specific plant components and unit processes that will affect each other and establish a network of related steps that will lead to a logical and smooth start-up. The strategic Start-up Plan shall also define the roles and responsibilities of the participants (County, Firm and construction Firms). This plan shall be reviewed with the County. Emphasis throughout the start-up will be on the O&M responsibilities of the plant staff to ensure protection of equipment warranties.

      ii. Establish Process Parameters. The Firm shall review the process design and process operational parameters and establish start-up procedures for each unit process. Start-up procedures shall contain complete information pertaining to control of the equipment and process trains associated with the Preliminary Treatment Improvements Project.

      iii. Checklists, Logs, Records and Reports. Although various checklists and plant operating logs are in use, the Firm shall, if necessary, upgrade the system by reviewing existing shift checklists, operating logs, records and reports for all processes affected by the inclusion of the Influent Screens Facility Improvements. The Firm shall provide recommendations for

upgrading existing record-keeping, checklists and logs for all components associated with these systems and develop new checklists and logs for new or modified plant processes.

iv. Troubleshooting and Debugging. It is anticipated that equipment problems will arise during and following start-up. The Firm shall provide assistance to address problems encountered by the County during the project performance period, analyze these problems and develop solutions that will minimize the overall effects on plant personnel and processes.

v. Process Optimization. The Firm shall provide operations start-up assistance to ensure that steps are taken to adjust and "fine tune" the processes and associated equipment once they have been started up and stabilized.

2. Training Services.

a. The Firm, in conjunction with the County, shall assist in the coordination of manufacturer's training for all new components of the Preliminary Treatment Improvements Project. This training shall be geared toward the following areas:

i. Process theory/process control.

ii. Mechanical, electrical, instrumentation and HVAC component function and interface.

iii. Preventative/corrective maintenance.

iv. Safety.

v. Laboratory training.

vi. "Hands-on" training.

b. This training shall be coordinated with the County's on-going training program. Any materials developed shall be turned over to the County for future use and reference.

c. General training shall be given during the construction period prior to start-up. Supplemental training, if deemed necessary by the County as a result of process modifications during the one-year performance period, shall be provided by the Firm and given prior to the conclusion of the one-year performance period, and shall incorporate any adjustments in the process resulting from operational experience.

3. One (1) Year Project Operating Report.

a. The Firm shall monitor the performance of the facilities installed for the first year of operation and provide documentation to report on the capability of the project of meeting the overall performance criteria. One (1) year after the initiation of operation of the systems, the Firm shall prepare an evaluation of the Preliminary Treatment Improvements Project for review and acceptance by the County, if required by the Commissioner. In the event that the improvements do not operate as planned, a report defining the problem and corrective work necessary will be prepared.

EXHIBIT B
PAYMENT SCHEDULE
Glen Cove Wastewater Treatment Plant
Preliminary Treatment Improvements

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

Technical Design Report (Division A) - The Firm shall be paid a total lump sum amount of $66,000 to cover all costs associated with Division A work, as outlined in Section A of Exhibit A.

Detailed Design (Division B) & Construction Related Services (Division C, D & E)
Detailed Design (Division B) & Construction Related services (Division C, D & E) – The Contractor shall be paid a fee equal to a percentage of the net total cost of construction, exclusive of Extra Services and Reimbursable expenses, to cover all costs associated with all work to complete divisions B, C, D, and E as outlined in the appropriate sections of Exhibit A. The design percentage fee for each construction contract prepared will be determined by a straight line interpolation between the limits of the construction cost delineated as follows:

Net Construction Cost	Design Fee Percentage
$9,000,000.00 and above	5.5 %
$ 7,500,000.00	6.0%
$ 6,000,000.00	6.5%
$ 4,500,000.00	7.5 %
$ 3,000,000.00 and below	8.0 %

An initial estimated construction cost of **$6,000,000.00** will be used as the basis for progress payments. Interim adjustments to the estimated construction costs, as mutually agreed upon by the parties with the approval of the Commissioner, shall be used to determine the payments to the Firm.

Until the construction cost is established by the award of the construction contract(s), the Firm's design fee percentage shall be based upon the latest approved construction cost estimate. The design fee percentage shall be used as a basis of computing partial payments to the Firm during the progress of the work. When the actual cost of construction is determined, the total amount paid to the Firm under these Divisions of work shall be adjusted based upon such final cost of construction, and any overpayment or underpayment of design fees shall be adjusted accordingly.

For the remainder of the design and construction phases, including the construction administration phase (Sections B, C, D & E), the Firm's fee shall be payable as follows:

Phase of Work	% of Fee
B. Detailed Design	45%
C. General Inspection Services	35%
D. Facility Operation and Maintenance Manual	10%
E. Facility Start-Up, Staffing and Training Services	10%

Partial Payments: The Firm's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Firm's work completed for each Division, as approved by the Commissioner.

Overtime: Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for

overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

Construction Costs: It is agreed that the total cost of construction shall be the final total cost of the construction contract, including extra change order amounts, except that, in computing the cost of construction the following items shall not be included:

a. Fees paid to the Firm, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.

b. The cost for the disposal, if required, of contaminated soils resulting from the construction work.

c. The cost of any and all change orders required by reason of the failure of the Firm to include such change order items in the contract documents, or by reason of errors made by the Firm in the preparation of the contract documents.

d. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.

e. Work for which the Firm has already been paid such as "Extra Work."

In the event the Firm's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Firm shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Firm to perform additional services, then, subject to the approval of the Commissioner, the Firm shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B, C, D and E services, instead of being paid based on the total cost of construction as outlined above, the Firm shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Firm.

Extra Services or Additional Costs: If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

a. For any additional services to be paid on actual salaries the Firm shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable

rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars ($175)** per hour.

b. In the event that the County shall direct the Firm to supply a resident engineer or full time site representative during construction, the Firm shall be paid for such extra services an amount equal to two and three tenths (2.3) times the direct salaries of personnel assigned to such tasks, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars ($175)** per hour.

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 Department 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 therefor 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 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 Operating Officer of the Contractor is:

   Gary E. Loesch, P.E., DEE, Chief Operating Officer (Name)

   538 Broad Hollow Road, 4th Floor East, Melville, NY 11747 (Address)

   (631) 756-8000 (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 Department 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.

February 15, 2016
Dated

Signature ~~of Chief Executive Officer~~

Gary E. Loesch, P.E., DEE, Chief Operating Officer and Executive Vice President
~~Name of Chief Executive Officer~~

Sworn to before me this

15th day of February, 2016.

Notary Public

ANDREA L SOBOCINSKI
Notary Public, State of New York
SUFFOLK COUNTY
01SO6213479
Commission Expires Nov 9, 2017

REQUEST TO INITIATE RTI Number 15-0402

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ **RFQ** ■ **RFP** ☐ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: S35114-013C Glen Cove WPCP – Preliminary Treatment Improvements

Department: Public Works Project Manager: Thomas A. Immerso Date: December 2, 2015

Service Requested: Design of the Glen Cove Preliminary Treatment Improvements Project

Justification: Mechanical bar screens, screw conveyor, influent pumps, grit removal, motors and ancillary piping and controls are critical components of the Glen Cove WWTP and are approaching the end of their useful life. Replacing the worn and obsolete equipment with new more efficient equipment will improve reliability of this critical infrastructure and reduce operating and maintenance costs.

Requested by: Department of Public Works/Water & Wastewater Engineering Unit

Project Cost for this Phase/Contract: (Plan/**Design**/Construction/CM/Equipment) $430,000.00
Circle appropriate phase

Total Project Cost: $ 5,990,375 (Includes, design, construction and CM)

Date Start Work: 12/18/15 (RFP) (Phase being requested)

Duration: 36 months (Design) (Phase being requested)

Capital Funding Approval: YES ☑ NO ☐ SIGNATURE DATE

Funding Allocation (Capital Project): 35114
See Attached Sheet if multiyear ☐

NIFS Entered : SIGNATURE DATE

AIM Entered: K Angwe 12/15/15 SIGNATURE DATE

Funding Code: 35114 013 (use this on all encumbrances)

Timesheet Code: 35114 013 (use this on timesheets)

State Environmental Quality Review Act (SEQRA):
Type II Action ☒ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation

Department Head Approval: YES ☑ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment
1.		
2.		
3.		
4.		

See Attached Sheet ☐

DCE/Ops Approval: YES NO Signature

Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: April 7, 2016

SUBJECT: Proposed Personal Services Agreement with H2M Architects + Engineers
Recommendation of Firm for Detailed Design Services
Glen Cove Wastewater Treatment Plant
Preliminary Treatment Improvements
Proposed Agreement No. S35114-13C

This Department intends to procure detailed design services regarding Preliminary Treatment Improvements at the Glen Cove Wastewater Treatment Plant. Major components of the project include the evaluation and assessment of influent processing equipment and influent building ventilation, in addition to related ancillary items such as lighting, alarms and communication systems.

A "Request for Proposals" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposals was posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were received from three (3) firms (listed below) on February 16, 2016. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed design fee (based upon an estimated construction budget of $6,000,000.00).

Firm Name	Tech Rank	Tech Rating	Proposed Design Fee Percentage	Total Design Fee (Div. A through E)	Total Design Fee with 30% Contingency
H2M	1	93.2	6.50%	$456,000.00	$592,800.00
D&B	2	89.6	6.95%	$452,000.00	$587,600.00
Cameron Engineering	3	88.6	7.90%	$509,000.00	$661,700.00

As evidenced by the table above, the proposal from H2M received the highest technical rating while submitting a fractionally higher proposed design fee than the firm technically ranked second. Accordingly, in our professional judgment, the proposal submitted by H2M, having the highest technical rating and proposing a reasonable cost, represents the best value to the County. Therefore, we recommend proceeding with a Personal Services Agreement with H2M for $456,000.00 ($592,800.00 with contingency) to provide detailed design services for this project.

The funding for these professional services is available under Capital Project 35114.

Subject: Proposed Personal Services Agreement with H2M Architects + Engineers
Recommendation of Firm for Detailed Design Services
Glen Cove Wastewater Treatment Plant
Preliminary Treatment Improvements
Proposed Agreement No. S35114-13C

In accordance with the procedural guidelines, CSEA will be notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

Richard P. Millet
Chief Deputy Commissioner

RPM:KGA:JLD:cs
c: Shila Shah-Gavnoudias, Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Thomas A. Immerso, Sanitary Engineer II
Loretta V. Dionisio, Hydrogeologist II

APPROVED:

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: December 11, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Glen Cove WPCP –Preliminary Treatment Improvements
35114-013C - Project Design Services

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

   Professional project design services at the Glen Cove Water Pollution Control Plant.

2. The work involves the following: Project will evaluate Preliminary Treatment works including mechanical bar screens, screw conveyor, concrete channel, influent pumps, grit removal, motors, controls, piping, and isolation valves with a view to replacement. Due to age, condition and obsolescence, it is anticipated that the pumps and all ancillary equipment will need to be replaced.

3. An estimate of the cost is: $430,000.00

4. An estimate of the duration is: Thirty-six (36) months (Design services)

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:WSN:JLD:rp
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II
✓Thomas A. Immerso, Sanitary Engineer II

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Frank M. Russo, P.E., Senior Vice President — 04/18/16

Name and Title of Authorized Representative — m/d/yy

04/18/16

Signature — Date

H2M architects + engineers

Name of Organization

538 Broad Hollow Road, 4th Floor East, Melville, NY 11747

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2016

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

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

PRODUCER
Marsh Sponsored Programs
a division of Marsh USA Inc.
PO Box 14404
Des Moines IA 50306

CONTACT NAME:
PHONE (A/C, No, Ext): 800-338-1391 FAX (A/C, No): 888-621-3173
E-MAIL ADDRESS: acecclientrequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Underwriters Insurance Co	30104
INSURER B: Sentinel Insurance Company Ltd	11000
INSURER C: Hartford Casualty Insurance Co	29424
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
H2M Architects & Engineers

538 Broad Hollow Rd.
Melville NY 11747

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		84UUGAU9233 Prof. Liab. Excl.	01/01/2017	01/01/2018	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X Contractual						PERSONAL & ADV INJURY	$1,000,000
	X Cross Liability						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			84UEGAU7896	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			84XHGYH2145	01/01/2017	01/01/2018	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			84WBGBW2998	01/01/2017	01/01/2018	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Glen Cove Wastewater Treatment Plan, Preliminary Treatment Improvements Nassau County Project #S35114-13C.
County of Nassau is included as additional insured when required by written contract.

CERTIFICATE HOLDER

County of Nassau

1550 Franklin Avenue
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Bianca Viscot

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2016

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

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

PRODUCER
Risk Strategies Company
1086 Teaneck Rd, Ste 5B
Teaneck, NJ 07666

CONTACT NAME:
PHONE (A/C, No, Ext): 201-837-1100 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alterra America Insurance Company	21296
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
H2M Architects & Engineers, Inc
538 Broad Hollow Road
Melville NY 11747-5076

COVERAGES CERTIFICATE NUMBER: 30424874 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			MAXA7PL0001273	3/15/2016	3/15/2017	Per Claim $2,000,000 Aggregate $4,000,000	

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

Re: Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements #S35114-13C.

CERTIFICATE HOLDER

County of Nassau
1550 Franklin Avenue
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS DOCUMENT CONTAINS SECURITY FEATURES. PLEASE REVIEW DETAILS ON THE SIGNATURE LINE AND A WATERMARK ON THE REVERSE SIDE.

H2M architects + engineers
538 Broad Hollow Rd., 4th Floor East
Melville, NY 11747

49072

TD Bank
1-800-751-9000

1-1367/260

6/15/2016

PAY **********533 DOLLARS AND **********00 CENTS $ **********533.00

Checks Exceeding $1,000.00 Require Two Signatures

TO THE ORDER OF
COUNTY OF NASSAU
TREASURER
MINEOLA, NY 11501 US

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

[redacted]

79009

H2M architects + engineers

538 Broad Hollow Road, 4th Floor East tel 631.756.8000
Melville, NY 11747 fax 631.694.4122

September 30, 2016

Commissioner Shila Shah-Gavnoudias, P.E.
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, New York 11590

Re: Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements
M/WBE Subcontracting
RFP No.: PW-S35114-13C

Dear Commissioner Shah-Gavnoudias:

In line with our proposal for this above referenced project, H2M intends to self-perform the majority of the design and construction services work with our in house design professionals. As stated in our proposal, the necessary subcontract work anticipated to date is limited to: printing and reproduction, site survey/laser scanning of existing conditions, and hazardous materials (lead and asbestos) sampling and testing. This limited need for subcontracted work allows for approximately 10% M/WBE participation for this project. As the project progresses if other conditions arise that require the use of a subcontractor to meet the job design and construction services requirements, H2M will perform our due diligence search and consideration for the use of additional M/WBE subcontractors for this work in an effort to rise closer to the County desired 20% goal.

Thank you for considering H2M for this very important project. Please call me at (631) 756-8000 ext. 1012, should you have any questions or require additional information.

Very truly yours,

H2M architects + engineers

Christopher A. Weiss, P.E.
Assistant Vice President
(Project Director)

CAW:caw
encl.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name: H2M architects + engineers
Address (street/city/state/zip code): 538 Broad Hollow Road, 4th Floor East, Melville, New York 11747
Authorized Representative (name/title): Christopher A. Weiss, P.E., Assistant Vice President
Authorized Signature:
Contract Number: RFP No. PW-S35114-13C
Contract/Project Name: Glen Cove Wastewater Treatment Plant Preliminary Treatment Improvements Project (S35114-13C)
Contract/Project Description: Personal services agreement with H2M architects + engineers to provide architectural/engineering services for the repair and improvements of the preliminary treatment process at the Glen Cove Waste Water Treatment Plant.

Part 2- Projected MBE/WBE Contract Summary:

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract	$456,000 (Div A through E)		
Total MBE Dollar Amount	$15,000.00	MBE Contract Percentage	3%
Total WBE Dollar Amount	$30,000.00	WBE Contract Percentage	7%
Total Combined M/WBE Dollar Amount	$45,000.00	Combined M/WBE Contract Percentage	10%

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount($) and Award Date	MBE Contract Scheduled Start Date and Completion Date
Name: Lohrius or A. Esteban & Company Inc. Address: 132 W 36th St. City: New York State/Zip Code: New York / 10018 Authorized Representative: A. Esteban Telephone No. (212) 807-9670	Progress and final printing / reproduction distributed in all Divisions of Work	Amount ($): 15,000.00 Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Badey & Watson Surveying & Engineering, P.C. (pending) Address: 3063 Route 9 City: Cold Spring State/Zip Code: New York 10516 Authorized Representative: Jennifer W. Reap, L.S., NYS License No. 50389 Telephone No. (845) 265-9217	Survey and laser scanning of existing conditions	Amount ($): 20,000.00 Award Date:	Start Date: Completion Date:
Name: Sound Environmental Associates LLC Address: 18 Tide Court City: Wading River State/Zip Code: New York 11792 Authorized Representative: Sheila Bubka Telephone No. (631) 414-7198 Ext. 101	Lead paint and asbestos survey	Amount ($): 10,000.00 Award Date:	Start Date: Completion Date:

Contract ID#: CQSS17000031

Department: Social Services

E-131-17

Contract Details

SERVICE Psychological Evaluations

NIFS ID #: CQSS17000031 NIFS Entry Date: 04/31/17 Term: from 01/01/17 to 12/31/17

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution RES# _____	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name **Forensic Psychology Consulting, PLLC**	**Vendor ID# 264036555**
Address **609 Peninsula Blvd.** **Woodmere, NY 11598**	**Contact Person Joe Scroppo** **Email forenpsych@optimum.net** **Phone 516 791-1438** **Fax 800 441-9772**

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindberg Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	4/18/17		
	OMB	*NIFS Approval* ☑	5/2		Yes ☒ No ☐ Not required if blanket resolution
5/5/17	County Attorney	*CA RE & Insurance Verification* ☑	5/5/17		
5/5/17	County Attorney	*CA Approval as to form* ☑	5/5/17		
5/5/17	Legislative Affairs	*Fw'd Original Contract to CA* ☐	5/5/17		
	Rules ☐/ Leg. ☐	☐			Yes ☐ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
5/12/17	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	5/12/17		

PR5254 (8/03)

Contract ID#: CQSS17000031

Department: Social Services

Contract Summary

Description Psychological Evaluations

Purpose: Comprehensive psychological evaluations and courtroom testimony as ordered by Family Court. *(New Contract)*

Method of Procurement: RFP was previously issued for DSS to establish a list of qualified mental health professionals or agencies able to provide, as required and instructed by Nassau County Family Court, comprehensive psychological evaluations in cases under the court's jurisdiction. Six vendors were selected – in this way Family Court will have sufficient latitude in selecting an appropriate vendor based on availability, geographic accessibility & language capability. The list of qualified contract providers has been provided to the court. All vendors have received a satisfactory evaluation.

Procurement History: We have been using this vendor since 2009.

Description of General Provisions: The contractor will conduct comprehensive psychological evaluations, preparation of written reports, preparation for court appearance and courtroom testimony.

Impact on Funding / Price Analysis: Federal 50% County 25% State 25%

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

Advisement Information

Blanket Encumbrance CUSS17000005

BUDGET CODES	
Fund:	GEN
Control:	62
Resp:	6200
Object:	ww833
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$ .01
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	SSGEN6200/ww833	$.01
2		$
3	5/5/17	$
4		$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/12/17
Date	Date	(For Office Use Only) E #:

133134

PR5254 (8/03)

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL SERVICES, AND FORENSIC PSYCHOLOGY CONSULTING, PLLC.

WHEREAS, the County has negotiated a personal services agreement with Forensic Psychology Consulting, PLLC to provide psychological evaluation services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Forensic Psychology Consulting, PLLC.

CQSS17000031

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

1. Vendor: **Forensic Psychology Consulting, PLLC**

2. Dollar amount requiring NIFA approval: $ .01

Amount to be encumbered: $ .01 ($30,000.00)

This is a X New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/17 to 12/31/17

Has work or services on this contract commenced? X Yes ___ No

If yes, please explain: **Ongoing court ordered services.**

4. Funding Source:

X General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % 50
State % 25
County % 25

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

Has the County Legislature approved the borrowing? ___ Yes ___ No

Has NIFA approved the borrowing for this contract? ___ Yes ___ No

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

The contractor will conduct comprehensive psychological evaluations, preparation of written reports, preparation for court appearance and courtroom testimony as ordered by the court. Paid under Blanket Encumbrance CUSS17000005.

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

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

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

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

CQSS16000022 $.01 Paid under Blanket Encumbrance CUSS16000005.

AUTHORIZATION

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

Signature Title Date 5/3/17

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Payment is not guaranteed for any work commenced prior to this approval.

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.

133230

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: **Forensic Psychology Consulting, PLLC**

CONTRACTOR ADDRESS: **609 Peninsula Blvd., Woodmere, NY 11598**

FEDERAL TAX ID #: **264036555**

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☒ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). (SEE CONTRACT SUMMARY)

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

4-18-17

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/12/17

Vendor: Forensic Psychology Consulting PLLC

Signed: Joe Scroppo

Print Name: Joe Scroppo

Title: member

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None n/A

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

No

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/12/17

Signed: Joe Scropo

Print Name: JOE SCROPO

Title: member, Forensic Psychology Consulting PLLC

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

The term "lobbying" or "lobbying activities" <u>does not include</u>: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Forensic Psychology Consulting / Joe Scroppo
   Date of birth 02/22/63
   Home address 409 Barnard Ave
   City/state/zip Woodmere, NY 11598
   Business address 609 Peninsula Blvd
   City/state/zip Woodmere, NY 11598
   Telephone 516 791-2438
   Other present address(es) 999 Central Ave Ste 102
   City/state/zip Woodmere, NY 11598
   Telephone 516 791-2438
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) Sole member 1/1/2000

3. Do you have an equity interest in the business submitting the questionnaire? YES ✓ NO ___ If Yes, provide details. I am the sole member of the PLLC

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details. Sole proprietor - Joe Scroppo, PhD

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for *cause* on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, *including*, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, JOE SCROPPO, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11 day of April 2017

Notary Public

ANGELA C MEILAK
Notary Public - State of New York
NO. 01ME6284413
Qualified in Nassau County
My Commission Expires Jun 17, 2017

Forensic Psychology Consulting PLLC
Name of submitting business

JOE SCROPPO
Print name

Signature

Sole member
Title

4, 11, 17
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 12/22/16

1) Proposer's Legal Name: Forensic Psychology Consulting PLLC

2) Address of Place of Business: 609 Peninsula Blvd, Woodmere, NY 11598

List all other business addresses used within last five years: 999 Central Ave Ste. 102, Woodmere, NY

3) Mailing Address (if different): None JS 4/17/17

Phone: (516) 791-1438

Does the business own or rent its facilities? Own - 609 Peninsula Blvd
Rent - 999 Central Ave Ste. 102

4) Dun and Bradstreet number: 168772197

5) Federal I.D. Number: ~~77-3~~ 26-4036555

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ____ Other (Describe) PLLC

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ____ No ✓ If Yes, please provide details: ____

8) Does this business control one or more other businesses? Yes ____ No ✓ If Yes, please provide details: ____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ✓ If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No ✓ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ___ No ✓ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ✓

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ✓ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No ✓; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. Should a conflict arise, or a potential conflict of interest arise, we will contact the County and be guided accordingly

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

please see attached

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company The Trust

Contact Person Dr. Jana Martin

Address 111 Rockville Pike Ste. 900

City/State Rockville, MD 20850

Telephone (310) 377-4264

Fax # _____

E-Mail Address jana@trustinsurance.com

Company Eric Harris, PhD

Contact Person " "

Address 195 Worcester St. 303

City/State Wellesley, MA 02481

Telephone (781) 883-4049

Fax #

E-Mail Address jegsean@aol.com

Company Jeff Youngqeen, PhD

Contact Person " "

Address 827 Deep Valley Drive

City/State Rolling Hills Estates, CA 90274

Telephone (310) 377-4264

Fax #

E-Mail Address jeffyounggeen@earthlink.net

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

4/6/2009

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

Sole Member = Joe Scroppo, Ph.D., J.D.

iii) Name, address and position of all officers and directors of the company;

Joe Scroppo, Ph.D., J.D.
609 Peninsula Blvd
Woodmere, NY 11598

iv) State of incorporation (if applicable);

New York

v) The number of employees in the firm;

One

vi) Annual revenue of firm;

$250,000.00

vii) Summary of relevant accomplishments

Years of good work serving many clients across New York

viii) Copies of all state and local licenses and permits.

See enclosed.

B. Indicate number of years in business.

7 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

No other relevant information

JOE SCROPPO, Ph.D., J.D.

609 Peninsula Boulevard
Woodmere, NY 11598
Business: (516) 791-1438; Fax: (800) 441-9772
Electronic mail: scroppo@optonline.net

EDUCATION

J.D. St. John's University School of Law, New York, 2005. *Magna Cum Laude.* Dean's List: All years. GPA = 3.65. Class Rank = 1 (Evening Division).

Ph.D. Adelphi University-Institute for Advanced Psychological Studies, New York, 1996. Clinical Psychology. Commendation for Excellence.

M.A. Adelphi University-Institute for Advanced Psychological Studies, New York, 1991. Clinical/School Psychology.

B.A. University of Chicago, Illinois, 1985. English Language and Literature. Dean's List: 1981-1982; 1983-1984. GPA = 3.50. *Cum Laude.* Maroon Key Society (combined academic & extracurricular excellence)

LICENSES & CERTIFICATIONS

Attorney: New York State Supreme Court, 2nd Judicial Department, 2006.

Court Evaluator/Guardian: New York State Office of Court Administration, 2003.

Psychologist: New York State Office of Professions, 1997.

School Psychologist: New York State Board of Professional Education, 1991.

ACADEMIC & PROFESSIONAL APPOINTMENTS

Assistant Clinical Professor of Psychiatry: Hofstra University School of Medicine. 2010 to the present.

- Teach and supervise psychology and psychiatry trainees in clinical and forensic practice.

Training Faculty: St. John's University Postdoctoral Certificate Programs in Forensic Psychology. 2014 to the present

- Teach and train forensic psychology and law classes to postdoctoral psychologists pursuing a certificate in forensic psychology.

Allied Medical Staff: North Shore-Long Island Jewish Health System. September, 2000 to present.

- **Teach and supervise psychology interns and externs, psychiatric residents and fellows, staff psychologists and staff psychiatrists in clinical and forensic practice.**

Editorial Board Member: Open Access Journal Of Forensic Psychology. April 2009 to the present.

- **Review manuscripts pertaining to forensic psychology and assist editor in producing a forensic psychology journal.**

Expert Witness/Consultant: New York City Assigned Counsel Plan. June, 1998 to present.

- **Appointed to the New York State First and Second Judicial Departments (18b) panel of certified expert witnesses in both criminal and family/juvenile proceedings.**

Assistant Clinical Professor of Psychiatry and Behavioral Sciences: Albert Einstein College of Medicine of Yeshiva University. January 2008 to the June 2012.

- **Teach and supervise psychology and psychiatry trainees in clinical and forensic practice.**

Assistant Clinical Professor of Psychiatry: New York University School of Medicine/Bellevue Hospital Center. 2002 to 2010.

- **Teach and supervise psychology and psychiatry trainees in clinical and forensic practice.**

Adjunct Field Supervisor: Yeshiva University Ferkauf Graduate School of Psychology. September 2007 to 2012.

- **Supervise doctoral psychology students in the theory and practice of psychology.**

Peer Reviewer: January, 1998 to the present.

- **Scientific peer reviewer for the Journal of Abnormal Psychology, the American Law-Psychology Society Annual Meeting, and the International Journal of Law and Psychiatry**

CLINICAL & FORENSIC EXPERIENCE

Consultant/Attorney: American Psychological Association Insurance Trust, Washington, D.C.. July 2012 to the present.

- **Provide legal consultation and risk-management training and workshops to mental-health professionals insured through the APA Insurance Trust.**

Forensic & Clinical Psychologist: Private Practice. New York metropolitan area. January, 1999 to present.

- **Forensic Services: Provide consultation and forensic evaluations on a range of psycho-legal issues for various clients, including Manhattan Defenders, the New York City Housing Authority, Federal Defenders, Mental Hygiene Legal Service, Westchester Jewish Community Services, Bronx Defenders, New York Corporation Counsel, New York Society for the Prevention of Cruelty to Children, Lawyers for Children, New York—New Jersey Port Authority Police Department, and other clients. Areas of consultation include competency, guardianship, family, criminal matters, sex offending, and fitness for duty.**

- **Clinical Services: Provide psychotherapy and psychological assessment services to adults, children, and families.**

Director: Forensic Psychiatry Program—North Shore University Hospital, Manhasset, NY. September 2000 to June 2008.

- **Administer and direct a hospital-based forensic mental-health program that emphasizes the family and criminal law matters, including child custody/visitation, child abuse/neglect, sex offender, domestic violence, juvenile delinquency, and criminal and civil competencies. Supervise the forensic evaluation, report preparation, and testimony of psychology externs, interns, psychiatric residents and fellows, and clinical staff in all areas of family and juvenile law. Establish liaisons with agencies, attorneys, and courts. Develop governmental and agency contracts and grants.**

Senior Forensic Psychologist: Queens Family Court Mental Health Services, Queens, NY. August, 1998 to August, 2001.

- **Conduct forensic examinations of adults, adolescents, and children appearing before the Family Court and present written reports and expert testimony on issues of competency, mental state, sex offending, and disposition in delinquency, abuse/neglect, termination of parental rights, and family offense cases.**

Psychologist: Queens Child Guidance Center, Jamaica, NY. May, 1999 to October, 2000.

- Perform psychological evaluations of children and adolescents to assess learning disabilities, intellectual functioning, presence of psychosis, depression, anxiety, or other psychiatric diagnoses, and make recommendations to therapists, parents, and other involved parties.

Supervising Psychologist: St. Barnabas Hospital/Correctional Health Services, Rikers Island, NY. January, 1997 to August, 2000.

- Responsible for the overall provision of psychotherapeutic services to 350 mentally ill inmates in the Mental Health Center of the Rikers Island Jail, including admissions, treatment planning and services, and disposition. Clinically supervised a staff of seven mental-health clinicians who provide crisis intervention, psychological assessment, individual and group psychotherapy, and case management to these inmates. Directed a case conference and treatment-team program designed to maintain a high level of clinical quality. Provided administrative supervision, in collaboration with the supervising psychiatrist and unit chief, to the Mental Health Center staff, including employee evaluation, chart review, utilization review, quality assurance, and the development and implementation of the Center's clinical and administrative policies.

Staff Psychologist: Brookdale University Hospital Medical Center, Brooklyn, NY. January, 1996 to January, 1997.

- Comprehensive Psychiatric Emergency Program (3.5 days/week): Evaluated and treated adult and child patients in the emergency room and as part of the mobile-crisis team; responsible for all aspects of the evaluation, including psychosocial history, diagnostic assessment, family/collateral interface, and admittance decisions. Provided brief psychotherapy, crisis intervention, and problem-solving therapy to suitable emergency patients. Implemented and supervised psychological testing (e.g., assessment of dementia, intellectual functioning, personality assessment, suicidality, malingering) with particular emphasis on the use of tests in crisis situations. Organized and managed the case-conference component of the CPEP training program (residents and interns). Supervised psychology interns in their emergency room and mobile-crisis rotation. Shared overall responsibility for the emergency room with the attending psychiatrist.

- Adult/Child Outpatient Clinic (1.5 days/week): Provided intake assessment and psychotherapy to a caseload of children, adolescents, and adults.

School Psychologist: Board of Cooperative Educational Services, Nassau County, NY.

- Regular Education: K-12 (September, 1994 to December, 1996): Managed individual and school-wide crises. Performed psychological and educational assessments. Provided short-term individual and family therapy. Provided in-service training for teachers and staff. Evaluated potentially reportable child abuse situations. Implemented preventive and early-identification mental health programs. Participated in inter-disciplinary child-study teams.

- Special Education: K-12 (June, 1991 to August, 1993): Provided individual and group psychotherapy and performed psychological and educational assessments of emotionally disturbed, mentally retarded, autistic, and learning disabled children. Formulated individual educational and psychological treatment plans for these children.

Clinical Psychology Intern: New York University Medical Center/Bellevue Hospital Center (APA-accredited psychology internship). September, 1993 to August, 1994.

- Evaluated and treated patients in the Bellevue psychiatric emergency room. Provided intensive individual psychotherapy and created and conducted a creative-writing group therapy program with legally incompetent and/or psychiatrically ill inmates on the Bellevue Prison Ward. Provided psychological consultations of medically ill patients in the hospital. Led a yearlong psychotherapy group for low-functioning psychiatric outpatients. Conducted long-term systemic family and marital therapy with live supervision. Treated children, adolescents, and adults in long-term outpatient psychotherapy. Provided psychoeducational counseling and individual and group therapy for outpatient substance abusers at various stages of recovery.

TEACHING EXPERIENCE

Guest Lecturer: Hofstra University School of Law. Fall 2004; Fall 2005; Spring 2007

- *Child And Family Advocacy: Litigation, Expert Witnesses, And Alternative Dispute Resolution.*

Instructor: Adelphi University Graduate School of Education; Manhattan, NY. Fall, 1992.

- Taught a combined lecture and laboratory course in the history, theory, and practice of individual intelligence testing to master's-level graduate students.

Special Education Teacher: Pritzker-Grinker School; Chicago, IL. August, 1986 to June, 1987.

- Primary teacher for a class of emotionally disturbed 10 to 14-year-old children. Worked as part of a team of therapists and teachers in the education and therapeutic treatment of emotionally disturbed children.

RESEARCH EXPERIENCE

Doctoral Dissertation: Adelphi University; Garden City, NY. February, 1996. Committee chairman: Dr. Joel Weinberger.

Title: Identifying Dissociative Identity Disorder

- A quasi-experimental Rorschach investigation of dissociative identity disorder (DID) comparing 21 female DID patients to 21 adult female mixed-diagnosis psychiatric control subjects, including assessment of level of psychiatric symptomatology, type and severity of reported childhood trauma, degree of dissociative symptomatology, and level of fantasy proneness.

Master's Thesis: Adelphi University; Garden City, NY. Spring, 1991. Supervised by Dr. Joel Weinberger.

Title: The effects of a meditation-based behavioral medicine intervention, with follow-up.

- Analyzed the follow-up data from a two year longitudinal study of chronically ill individuals treated with a meditation intervention as part of an overall behavioral medicine treatment. Co-authored a paper presenting the research study and its findings.

Research Assistant: Adelphi University; September, 1989 to June, 1993.

- Conducted laboratory experiments on implicit and explicit motivation. Carried out tachistoscopic investigations in the area of subliminal psychodynamic activation. Applied interpretative measures to projective data. Assisted in the analysis and writing up of research projects. Assisted graduate students with their master's and doctoral research theses, including research design, data analyses (using SPSS mainframe/PC statistical packages) and interpretation.

Research Assistant: Dr. Scheinfeld, Erik Erikson Institute; Chicago, IL. 1988 to 1989.

- Analyzed qualitative data collected in an anthropological study of staff-patient relations in adolescent psychiatric hospitals.

PUBLICATIONS AND PRESENTATIONS

Boness, C. & Scroppo, J. (November 2016). Managing Risk with Alcohol-Abusing Clients. *National Psychologist*

Scroppo, J. (in press). Dealing with third parties: Legal and ethical considerations. In Walfish, S., Zimmerman,, J. & Barnett, B. (Eds.) The Handbook of Private Practice. New York, NY; Oxford University Press.

Scroppo, J. (2015, April). Special Considerations in working with children and families. Legal Challenges in Clinical Practice (Conference). St. John's University, Department of Psychology. Jamaica, New York.

Scroppo, J. (2014, August). Ethical Risk Management in Complex Situations. Paper presentation. American Psychological Association Annual Conference. Washington, D.C.

Younggren, J. and Scroppo, J. (2014). Forensic Psychology is a Specialty Area. *National Psychologist.*

Younggren, J., Harris, E., and Scroppo, J. (2013, May/June). Risk Management: Hot Topics in Psychological Practice. *California Psychologist*, Vol. 22 No. 3.

Scroppo, J. (2013, April). Ramifications of the NY SAFE Act on Clinical and Professional Practice. Paper presented at the St. Johns University Post Graduate Professional Development Programs and the Center for Psychological Services, Jamaica, NY.

Scroppo, J. (2013, February). Violence Risk Assessment. Presentation at the Fordham University Law-Psychology Forum, *New Directions in Forensic Psychology,* New York, NY.

Scroppo, J. (2012, September). Psychological Assessment in Child Custody Evaluations. Paper presented at *The Court Is In Session: Psychologists On The Stand*, Conference at the St. Johns University Post Graduate Professional Development Programs and the Center for Psychological Services, Jamaica, NY.

Scroppo, J. (2008, June). The Evaluation and Management of Juvenile Violence. Paper presented at the Psychiatry Grand Rounds of Sagamore Children's Psychiatric Center, Dix Hills, NY.

Scroppo, J. (2007, October). The Role of Risk Assessment Measures in the Civil Commitment of Sex Offenders. Paper presented at the Suffolk County Academy of Law Seminar—*What Defense Attorneys Need to Know about New York's Sex Offender Laws.*

Scroppo, J. (2005, October). Best Practices in Child-Custody Evaluations. Presentation to the New York Society for the Prevention of Cruelty to Children.

Scroppo, J. (2004, November). Psychological versus Legal Paternity—The Doctrine of Equitable Estoppel. Child Psychiatry Grand Rounds of the North Shore University Hospital Division of Child and Adolescent Psychiatry.

Scroppo, J. (2004, October). Implications of Sexually Violent Predator Laws on the Mental-Health Professions. Paper presented at the Psychiatry Grand Rounds of the Nassau University Medical Center.

Scroppo, J. (2004, April). Psychological Aspects of Including the Child in Custody Mediation. Paper presented at the American Bar Association Section of Dispute Resolution Sixth Annual Conference as part of a symposium on *How to Safely Provide Children a Voice in Mediation.*

Scroppo, J. (2003, November). Sexual Predator Laws & Psychiatry: Strange Bedfellows? Paper presented at the Psychiatry Grand Rounds of the North Shore University Hospital Division of Child and Adolescent Psychiatry.

Scroppo, J. (2002, December). The Tarasoff Doctrine: The Current Duty to Warn in New York. Paper presented at the Child Psychiatry Grand Rounds of the North Shore University Hospital Division of Child Psychiatry.

Scroppo, J. (2001, October). Presenter, *Judicial Seminar on Mental Illness.* Invited panelist at a training workshop for Criminal, Family, and Supreme Court Justices from Nassau and Suffolk County to help educate the judiciary on psycho-legal issues. Nassau County, NY.

Report on Education and Training in Behavioral Emergencies (2000). Member of the Task Force on Education and Training, Society of Clinical Psychology (Division 12), American Psychological Association.

Scroppo, J. (1998). The Psychologist in the Psychiatric Emergency Room. Paper presented at the American Psychological Association Annual Meeting; San Francisco, CA.

Scroppo, J., Drob, S., Weinberger, J. & Eagle, P. (1998). Identifying Dissociative Identity Disorder: A Self-Report And Rorschach Study. *Journal of Abnormal Psychology, 107, 272-284.*

Scroppo, J., Weinberger, J. & Drob, S. (1997). Common Features And Processes In Dissociative Identity Disorder. Paper presented at American Psychological Association Annual Meeting; Chicago, IL.

Scroppo, J. & Drob, S. (1995, December). The Rorschach Assessment Of Dissociative Identity Disorder. Paper presented at the Psychiatry Grand Rounds of the New York University Medical Center/Bellevue Hospital.

Scroppo, J. (1993, March). The Case Of The Face. Paper presented at the Grand Rounds of the Adelphi University Derner Institute of Advanced Psychological Studies.

Scroppo, J. & Weinberger, J. (1992). Expert Scoring for the Affiliative Motive: In Charles Smith (Ed.), Motivation *and Personality: Handbook of Thematic Content Analysis*. London: Cambridge University Press.

Weinberger, J., Scroppo, J., McCleod, C., Kabat-Zinn, J., & Santorelli, S. (1991, July). The Effects Of A Meditation-Based Behavioral Medicine Intervention: Paper presented at the Society for the Exploration of Psychotherapy Integration Conference; London, England.

Scroppo, J. (1983). Earth symbols in Sir Gawain and the Green Knight. *Inquiry*, Spring, 1983.

OTHER EXPERIENCE

Board of Advisors, Center for Children, Families and the Law—Hofstra University School of Law (appointed by Hon. Gail Prudenti, Chair)

Past-President, New York State Psychological Association, Forensic Division, 2015.

Taskforce Chair, New York State Psychological Association—*Taskforce on Assessing Duty to Protect in New York*. 2013 to 2014.

Taskforce Member, New York State Psychological Association—*Taskforce on the New York SAFE Act: Implications for Practitioners*. 2012 to 2013.

Member, Committee on Issues Affecting People with Disabilities: New York State Bar Association, 2009 to 2011.

Member, Law & Psychiatry Institute: North Shore-LIJ Health System, NY. 2003 to 2006.

Director, Board of Division 12 (Clinical Psychology): American Psychological Association. 1998 to 2001.

Founding Member/Representative: American Psychological Association; Division 12—Section on Emergency Psychology. 1998 to 2001.

President: New York Society for the Study of Multiple Personality & Dissociation. 1995 to 1998.

MEDIATION TRAINING

Divorce/Custody Mediation: New York State Judicial Institute, 2008.

- Completion of 24-hour mediation training for collaborative divorce professionals.

- Completion of 16-hour interdisciplinary collaborative divorce training.

PROFESSIONAL MEMBERSHIPS

Member	Association for the Treatment of Sexual Abusers
Member	American Psychological Association
Member	American Psychology—Law Society
Member	New York State Psychological Association
Member	New York State Bar Association
Member	Nassau County Bar Association

SELECTED FORENSIC CASES

People v. Adele L.:	Manslaughter 1st degree and other charges. Issue: Defense of domestic battering and its effects. Role: Defense expert. Result: Acquitted at trial of all charges. New York County, NY.
People v. Bakshi R.	Murder 2nd degree and other charges. Issue: Affirmative defense of Extreme Emotional Disturbance (EED). Role: Defense Expert. Result: EED affirmatively accepted by jury at trial. Bronx County, NY.
People v Lyudmilla V.:	Arson 1st Degree and other charges. Issue: Plea of Not Guilty by Reason of Mental Disease or Defect. Role: Defense Expert. Result: Plea accepted by District Attorney and Court. Bronx, NY.
New York v. Luis Y.	MHL Article 10 Civil Commitment. Issue: Petition to civilly commit respondent as sexually dangerous offender. Role: Respondent's expert. Result: Petition dismissed at trial. Suffolk County, NY.
New York v. Luis T.	MHL Article 10 Civil Commitment. Issue: petition to civilly commit respondent as sexually dangerous offender. Role: Respondent's expert. Result: Petition dismissed at trial. New York County, NY.
Matter of James M.	Retention pursuant to CPL 330.20. Issue: Does insanity acquittee meet criteria for continued

	detention? Role: Independent expert. Result: Mr. M. retained in detention. Suffolk County, NY.
Matter of Pierre H.	MHL Article 10 SIST Violation. Issue: Petition to civilly confine the respondent based on his violation of his Strict and Intensive Supervision and Treatment disposition. Role: Independent expert. Result: petition dismissed at trial. New York County, NY.
Nassau County v. M. & K.	Termination of Parents Rights. Issue: Do the respondents' mental illnesses justify termination of their parent rights? Role: Independent expert. Result: Parent rights terminated. Nassau County, NY.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joe Scroppo, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11 day of April 2017

Notary Public

ANGELA C MEILAK
Notary Public - State of New York
NO. 01ME6284413
Qualified in Nassau County
My Commission Expires Jun 17, 2017

Name of submitting business: Forensic Psychology Consulting PLLC

By: Joe Scroppo
Print name

Joe Scroppo
Signature

Sole member
Title

4 / 11 / 17
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Forensic Psychology Consulting PLLC

Address: 609 Peninsula Blvd

City, State and Zip Code: Woodmere NY 11598

2. Entity's Vendor Identification Number: 26-4036555

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

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

sole member: Joe Scroppo

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

Joe Scroppo

609 Peninsula Blvd

Woodmere, NY 11598

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

Ø None

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

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

Ø None

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

~~N/A~~ None JS 4/17/17

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

No.

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

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

Dated: 4/12/17

Signed: Joe Scrapio

Print Name: JOE SCRAPIO

Title: member, Forensic Psychology Consulting PLLC

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

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

December 9, 2016

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: FORENSIC PSYCHOLOGICAL CONSULTING PLLC
Forensic Evaluation Services (Child Protective Services) New 2017

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

Michael A. Kanowitz
Quality Management, Research and Planning

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792

THIS AGREEMENT, dated as of January 1, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindberg Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Forensic Psychology Consulting PLLC, with an address at 609 Peninsula Blvd., Woodmere, New York 11598 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County wishes to retain the Contractor to provide forensic mental health evaluations as defined by the New York State Family Court Act §251; and the Contractor wishes to provide said services as more particularly set forth herein; 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

The term of this Agreement shall be from January 1, 2017 through December 31, 2017, subject to sooner termination as provided in this Agreement, provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms.

2. Services

The services to be provided by the Contractor under this Agreement (the "Services") shall be performed on an as needed basis, determined by the Nassau County Family Court (the "Court"), and shall include without limitation the following:

(a) Conduct, as required and instructed by the Court, Comprehensive Psychological Evaluations (sometimes herein referred to as "Forensic Evaluations") of adults and or children involved in matters before the Court ("Referred Individuals") for the purpose of evaluating and providing information about the mental health status of Referred Individuals. Comprehensive Psychological Evaluations shall include assessment, linkage and referral, diagnostic evaluation and testing, and mental health consultation. The Contractor, based on the Comprehensive Psychological Evaluations performed, shall provide recommendations to the Court and/or Department regarding court dispositions and/or department resolutions. Comprehensive Psychological Evaluations referenced to in this Agreement shall be performed in accordance with the following guidelines:

(i) The Services shall only be performed by, Psychologists. The Contractor and any employee providing Services under this Agreement shall have all necessary licenses, certifications, malpractice insurance policies, knowledge, skills, abilities and experience necessary to perform the Services. The Contractor and any employee providing Services under this Agreement shall be knowledgeable of the needs of the Court as related to Forensic Evaluations as well as the special needs of the Referred Individuals. The Contractor and any employee providing Services under this Agreement shall be listed in the Resource Directory of Mental Health Professionals. The Contractor shall screen all its employee's having direct contact with Referred Individuals through the New York State Sex Offender Registry (the "Registry"). No Contractor employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients. The Contractor shall immediately notify the Department of any changes to any employee who are providing Services under this Agreement.

(ii) The Contractor shall conduct impartial Comprehensive Psychological Evaluations including but not limited to specific diagnosis, therapeutic recommendations and suggested interventions on Referred Individuals.

(iii) Forensic Evaluations will be conducted in the offices of the Contractor unless a different site is mutually agreed upon or as otherwise directed by the Court.

(iv) The Department and/or the Court shall inform the Contractor at the start of the Forensic Evaluation of any deadlines pertaining to the evaluations.

(v) The Contractor, as part of the performance of the evaluations and if deemed necessary, shall contact individuals other than the immediate family members who may provide relevant information, e.g. present parent surrogates, teachers, physicians, and psychotherapists.

(vi) The Contractor shall obtain from Referred Individuals proper release forms enabling the Contractor to communicate with any individual who may provide relevant information and to obtain documents and records deemed necessary to perform the evaluations. The Contractor shall not communicate with any individual(s) and/or entity with respect to the Referred Individuals or attempt to obtain or release any documentation or records without the prior written consent of the Referred Individuals.

(vii) Information gathered in the evaluation process may be disclosed by the Contractor to the Department and/or any other individual or entity the Court deems appropriate.

(viii) Where necessary, the Contractor may request that additional parties are referred for evaluation in a particular case before offering final conclusions and recommendations for that case.

(ix) At the conclusion of each Forensic Evaluation, the Contractor shall send a written report directly to the Court, unless the Court directs otherwise, with a copy to the Department.

(x) The Contractor shall provide services as a Forensic Evaluator. The Department shall provide the Contractor with factual information and materials required by the Contractor to perform these services. The Contractor shall keep the Department advised of developments as necessary to ensure the timely, effective, and efficient completion of the Contractor's work.

(xi) The Contractor shall notify the Department, via telephone, within forty-eight (48) hours when a scheduled appointment is missed by a Referred Individual. The Contractor shall ascertain the reason for the missed appointment and report same to the Department. In the event that an appointment was missed due to the Referred Individual's inability to arrange transportation, Contractor shall notify the Department and request the Department to provide transportation for the Referred Individuals.

(xii) The Contractor shall complete the Services within the timeframes set by the Court.

(b) The Contractor shall conduct two (2) half-day conferences on the topic of forensic evaluations to educate the Department and/or Court personnel with respect to issues related to forensic evaluations.

(c) The Contractor shall submit, via electronic mail, to the Department's Director of Planning and Research/Quality Management and the Director of Child Protective Services a monthly report in such format approved by the Department which provides the following information:

(i) Total number of case referrals received during the month. Each case shall be identified by file number, date of referral, date of first interview and date of completion.

(ii) Total number of open cases, closed cases and new cases.

(iii) Total number of missed appointments categorized by reason.

(iv) Any other statistical information requested by the Department which is deemed relevant.

3. Department Monitoring

The Department shall monitor the Contractor's provision of the Services. The Department will determine the methods, which it will utilize to monitor the Contractor's compliance with the Services requirement. Monitoring methods may include, but are not limited to, on-site reviews of the Contractor's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system, or establishment of monthly Department-Contractor meetings wherein the Contractor's required recordkeeping activities are reviewed by the Department. The Department shall designate at least one (1) Department staff member as liaison

between the Department and the Contractor. It is expressly agreed and understood by the parties, that this monitoring provision is a material part of this Agreement. In the event the Contractor fails and/or refuses to participate and assist the Department as provided herein, the Department may terminate this Agreement for Cause, as that term is defined below in paragraph 12.

4. Payment

(a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed, Two Hundred ($200.00) Dollars paid on an hourly basis for each comprehensive psychological evaluation performed, measured in increments of tenths of an hour and a price of One Hundred Fifty ($150.00) Dollars paid on an hourly basis for court testimony. Reasonable out-of-pocket contractually-related expenses including mileage (at the County's rate), parking, and photocopying will be billed separately upon submission of appropriate documentation and receipts and approval by the Department. Time billed will include all activities reasonably related to the evaluation, including but not limited to: evaluation sessions; scoring psychological reports; telephone conversation; preparation of written report(s); travel time; and preparation for court appearances. Payment for a minimum of four hours will be required for any scheduled court testimony. Time billed for missed appointments is not permitted under this agreement unless authorized by the Department.

(b) Voucher, Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

The Contractor shall pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

5. 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 contractor 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 or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. 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.

7. 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, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the term of Appendix EE attached hereto and with the terms of the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, 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 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 as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357. In addition, the Contractor agrees to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any Participant information (including, but not limited to, names, addresses, social security numbers, and dates of birth, and medical information of any kind), or utilize any of such information (hereinafter, Confidential 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 shall apply equally to all documents prepared by the Contractor 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 way incorporate or reflect any of the Confidential Information, except as otherwise provided in this Agreement. Contractor shall also comply with the Health Insurance Portability and Accountability Act (HIPAA). This paragraph shall survive termination of this Agreement.

8. Minimum Service Standards

Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement:

(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 endanger 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 Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department 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 a Contractor Agent, 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 and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.

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

10. 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 for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not

less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) 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 the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. 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 Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain (i) Workers' Compensation Insurance shall render this contract void and of no effect and (ii) 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.

11. 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 or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. 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" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual

written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

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 Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty 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 or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments 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.

13. Accounting Procedures; Records

The Contractor, including its sister corporations or subcontractors, if any shall maintain and retain, for a period of six (6) years following the later of termination of or final

payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. 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 sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the 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 the 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 in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in 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. The provisions of this Section shall survive the termination of this Agreement.

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 nationally 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 a courier service, as applicable, and (d)(i) if to the Department, 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 at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability

(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 provision 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 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.

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. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Executory Clause

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

21. Entire Agreement

This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[INTENTIONALLY LEFT BLANK]

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

FORENSIC PSYCHOLOGY CONSULTING PLLC

By: Joe Scroppo
Name: JOE SCROPPO
Title: Sole member Forensic Psychology Consulting PLLC
Date: 4/11/17

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

#130949

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

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

NOTARY PUBLIC

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

On the 11 day of April in the year 2017 before me personally came Joe Scroppo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the Sole member of Forensic Psychology Consultants PLLC 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

ANGELA C MEILAK
Notary Public - State of New York
NO. 01ME6284413
Qualified in Nassau County
My Commission Expires Jun 17, 2017

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 Department 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 therefor 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 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:

   Joe Scroppo (Name)

   609 Peninsula Blvd, Woodmere, NY (Address)

   516 791-1438 (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 Department 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.

Joe Scrappo

Dated Signature of Chief Executive Officer

JOE SCRAPPO

Name of Chief Executive Officer

Sworn to before me this

11 day of April, 2017.

Notary Public

ANGELA C MEILAK
Notary Public - State of New York
NO 01ME6284413
Qualified in Nassau County
My Commission Expires Jun 17, 2017

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as Forensic Psychology Consulting PLLC, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Joe Scroppo, sole member
Corporate title

of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2017 through December 31, 2017.

Officer

Sworn to before me this 11

day of April 2017

ANGELA C MEILAK
Notary Public - State of New York
NO. 01ME6284413
Qualified in Nassau County
My Commission Expires Jun 17, 2017

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joe Scroppo 4/12/17

Name and Title of Authorized Representative m/d/yy

Joe Scroppo 4/12/17

Signature Date

Forensic Psychology Consulting PLLC

Name of Organization

609 Peninsula Blvd, Woodmere, NY 11598

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

Contractor Evaluation Form

Contract Number: .....

Contract Name: FORENSIC PSYCHOLOGY CONSULTING, PLLC

Service Provided: FORENSIC

Evaluation Period: From: January 1, 2016 **To:** October 31, 2016

Evaluator's Name, Title, Phone **#:** JEANETTE FEINGOLD

Date: 11/18/16

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				✓	
b. Timeliness of Service				✓	
c. Cost Effectiveness				✓	
d. Responsiveness to DSS Requests				✓	
e. Number of Complaints				✓	
f. Problem Resolution				✓	
Overall Performance Evaluation				✓	

Do you recommend the contractor for future contracts? ***Yes*** ***No***

If rated 3 or lower & Yes checked, please explain below:

38987

Definition of Quantitative Scale:

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors:

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
- Is positive feedback received from customers served and DSS staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stays on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to DSS Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
  - DSS staff?
  - Other Nassau County departments?
  - Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: April 19, 2017

Subject: Forensic Psychology Consulting, PLLC Forensic Evaluations Services
New Contract 2017

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated December 9, 2016, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.
10099
133177

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

December 9, 2016

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: FORENSIC PSYCHOLOGICAL CONSULTING PLLC
Forensic Evaluation Services (Child Protective Services) New 2017

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

Sl
Michael A. Kanowitz
Quality Management, Research and Planning

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792

REDACTED
E-133-17
ADDITIONAL INFORMATION

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/21/17

1) Proposer's Legal Name: NY Travel Media LLC

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: None

3) Mailing Address (if different): _____

Phone: _____

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: NO

5) Federal I.D. Numbe[redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓
Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the event that A possible conflict Arises, I will inform the County of the possible Conflict and allow the County to determine if an Actual Conflict exists

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation; 2012

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Mr Fisher

iii) Name, address and position of all officers and directors of the company; See attached 32 E. Park Old Bethpage NY

iv) State of incorporation (if applicable); N.Y.

v) The number of employees in the firm; (1)

vi) Annual revenue of firm; $ 390 000

vii) Summary of relevant accomplishments N/A

viii) Copies of all state and local licenses and permits. N/A

B. Indicate number of years in business. 6 yrs.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. N/A

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Hempstead Tourism

Contact Person Beverly Hersten

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address

Company Pole Position Raceway

Contact Person [redacted]

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address [redacted]

[redacted]

Company Goffsman Rothberg LLC

Contact Person [redacted]

Address

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address [redacted]

Michael A. Frisher

Publisher-/ National SALES MANAGER – / BROKER NETWORKS

SUMMARY OF QUALIFICATIONS

- *Proven ability to maintain business relationships using regional and national industry contacts*
- *Outstanding track record of building effective sales teams and national broker networks*
- *Strong history of growing new business, establishing profitable account relationships and launching product lines from brand positioning and launching new brands and extensions*
- *Managerial skill in recruiting, training and mentoring high performing sales teams*
- *Expertise in developing and managing national broker networks*
- *Articulate communicator with strong merchandising and presentation skills*

BUSINESS HISTORY

NEW YORK TRAVEL MEDIA,, Plainview, NY 2010-2015
Principal – Publisher
Publishes and promotes leading tourism guide serving the NY area.

- Market advertising to regional hotels, restaurants, and retailers throughout Long Island-Queens

INTEGRATED BEVERAGE GROUP, LTD, Farmingdale, NY 2006-2010
National Sales Manager
Recruited to open up retailers nationwide by hiring a broker network for a manufacturer of innovative sports, nutritional and recreational beverages including Power Ice, Throat Cooler, and Children's Throat Cooler. Developed relationships with global wholesale distributors and major retailers, traveling nationally.

Achievements:

- Successfully increased revenues from $0 to $11 MM within 4 years
- Recruited and trained an effective national broker network to penetrate market niches
- Obtained key accounts including school districts and food service distributors

THE FISHERY, Pembroke Pines, FL 2004-2006
Principal – General Manager
Directed start-up of a 160-seat seafood restaurant with off-premise catering, utilizing culinary background. Recruited and trained FOH and BOH staff. P&L responsibility for budget, payroll, inventory, purchasing.

Achievements:

- Generated $1.3 MM during 1st year
- Developed profitable catering working with local Chambers of Commerce and schools

KRINOS FOODS, INC., Long Island City, NY 2002-2004
National Sales Manager
Penetrated the market of national mainstream distributors for import of Greek specialty foods in NA.

Achievements:

- Obtained numerous key accounts including Sysco, US, and Alliant Food Service
- Pioneered the Food Service Division of Krinos, LIC, NY
- Expanded clientele by recruiting national food brokers and obtaining new key accounts
- Traveled extensively throughout North America to implement marketing strategies
- During 1st year, achieved national distribution and secured $5 MM in revenues

Michael A. Frisher

JULIAN FREIRICH FOOD PRODUCTS, Long Island City, NY 2001-2002
Northeast Regional Sales Manager - smoked/processed meats

Achievements:

- Successfully developed sales territory from $8 MM to $11 MM in annual revenues
- Managed national retail accounts including Super Value, C&S, Sysco, and Alliant
- Networked and recruited brokers to strengthen sales productivity

NATIONAL FOODS, Bronx, NY 1995-2001
Northeast Regional Sales Manager
Sold Hebrew National and National Deli meat products through a broker network in a $15 MM territory.
Managed 2 Associates serving Aramark, Marriott, CA-1 Services, Volume Services and Boston Concession.

ATLANTIC MARKETING FORCES, INC., Hicksville, NY 1994-1996
Sales Manager/Brand Manager, Protein, NY-NJ
Generated $8 MM for brands including Patrick Cudahy, Plumrose, Rite Foods, and Blount Seafood.

WALDCO SEAFOOD IMPORTERS, New York, NY 1991-1994
Account Executive, NY Metro Region
Sold imported seafood to restaurant chains and distributors - Red Lobster, Beefsteak Charlie's, and Chi Chi's.

CHERRY LANE MEAT & SEAFOOD CO., Floral Park, NY 1988-1991
General Sales and Purchasing Manager
Multitask roles in a $7 MM family wholesale meat and seafood business.

EDUCATION
A.A., Business Management, Queensborough Community College

SKILLS
Microsoft Word, Excel, Windows XP. PCs and Macintosh.

REFERENCES
Available upon request

APPENDIX B
Staffing

Please provide a complete written description of the proposed Staffing and prior experience for the Proposal, including the following information:

a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.

b. Detail prior experience in the area of compensation consulting.

c. Detail prior experience with public sector clients (similar size and scope).

d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

A - Mike Frisher Sole Principal
See Attached Resume

B - N/A

C - Worked together with NYC Visitor & Convention Bureau to Promote tourism in the NYC marketplace, Also worked with LIVCB And preformed the same duties As Above

D - See Attached Letterhead

APPROVED AND SUBMITTED BY: [signature] (Signature)

PRINT NAME: Michael Frisher DATE: 2/9/16

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Frisher, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24 day of April ~~2016~~ 2017

Notary Public

NICKOLAS BEHR
Notary Public, State of New York
No. 5003096
Qualified in Nassau County
Commission Expires Oct. 13, 2018

Name of submitting business: NY Travel Media LLC

By: Michael Frisher
Print name

Signature

Pres
Title

4/21/17
Date

E-133-17

Contract ID:cqpk16000067-02 Department: Parks

Capital:

SERVICE: Professional Services

NIFS ID #:clpk17000008 NIFS Entry Date: 01-MAY-17 Term: from 01-JUN-17 to 31-MAY-18

Amendment
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **NY Travel Media LLC**	Vendor ID#[redacted]
Address: 1662 Old Country Road Plainview, NY 11803	Contact Person: Mike Frisher
	Phone: 516-816-1310

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0378

Routing Slip

Department	**NIFS Entry: X**	**02-MAY-17 -- PABUFFOLINO**
Department	**NIFS Approval: X**	**02-MAY-17 -- LBARKER**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**03-MAY-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**03-MAY-17 -- MRONAN**
County Atty.	**Insurance Verification: X**	**02-MAY-17 -- DMCDERMOTT**
County Atty.	**Approval to Form: X**	**02-MAY-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**15-MAY-17 -- CRIBANDO**

Leg. Affairs	Approval/Review: X	04-MAY-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Promotion of County facilities to the Public

Method of Procurement: NY Travel Media was selected based on its experience and expertise in promoting tourism Nassau County through a printed Travel Destination Guide. Travel Media LLC has the #1 Travel Guide in the Nation and will feature the calendar of events for Nassau County¿s Historic Properties, Museums and Recreational events being offered throughout our Parks system in their annual publications.

Procurement History: RFP#PK0127-1603 dated 1/27/16 ¿ original contract CQPK16000067

Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of featuring County attractions in the Travel guide that is solely distributed to Hotels in Nassau County.

Total Cost of Services: $24,000.00

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $ 24,000.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	grt
Control:	pk
Resp:	gen1800
Object:	de500
Transaction:	109
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 24,000.00
TOTAL	$ 24,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	$ 24,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 24,000.00

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** NY Travel Media LLC

2. **Dollar amount requiring NIFA approval:** $24000

   Amount to be encumbered: $24000

   This is a Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term: 6/1/17-5/31/18**
   Has work or services on this contract commenced? N ____

   If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
X Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

   Promotion of County facilities to the Public

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

   Nassau County Attorney as to form Y

   Nassau County Committee and/or Legislature Not Applicable

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

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

Contract ID	Date	Amount

AUTHORIZATION

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

RDALLEVA 03-MAY-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND NY TRAVEL MEDIA LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with NY Travel Media LLC to provide a printed travel destination guide to be distributed to Nassau County hotels and motels, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with NY Travel Media LLC.

George Maragos
Comptroller

Redacted COPY

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: NY TRAVEL MEDIA, LLC

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on January 27, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **Sixty-eight (68)** of potential proposers were sent notice of the RFP, **Nine (9)** of potential proposers opened the documents and **Two (2)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Wednesday, February 10, 2016. One (1) Proposal was submitted and evaluated for RFP. The evaluation committee consisted of: three (3) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **NY TRAVEL MEDIA, LCC was awarded.**

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature
Brian Nugent
Chief Deputy Commissioner

5/2/17
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/21/17

Vendor: NY Travel Media LLC

Signed: Michael Frisher

Print Name: Michael Frisher

Title: Pres

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michael Frisher
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 4 / 16 / 19 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 100 %

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___
If Yes, provide details. I have been working with the Parks Dept for the past three year advertising, the in events & listing, all Park museum & preserves

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES ____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Frisher, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24 day of April 2017

NICKOLAS [illegible]
Notary Public, State of New York
No. 5003086
Qualified in Nassau County
Commission Expires Oct. 13, 2018

Notary Public

NY Travel Media LLC
Name of submitting business

Michael Frisher
Print name

Signature

Pres
Title

4, 21, 17
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/21/17

1) Proposer's Legal Name: NY Travel Media LLC

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: None

3) Mailing Address (if different): _____

Phone: _____

Does the business own or rent its facilities? _____

4) Dun and Bradstreet number: NO

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓
Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business? Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the event that a possible conflict arises, I will inform the County of the possible conflict and allow the County to determine if an actual conflict exists

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

See attached

B. Indicate number of years in business. 6 yrs.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. N/A

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Hempstead Tourism

Contact Person Beverly Hester

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address

[redacted]

Company Pole Position Raceway

Contact Person Zachery Thigpen

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address [redacted]

Company Goffsman Goldberg LLC

Contact Person Brandon Goldberg

Address

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address [redacted]

Michael A. Frisher

[redacted]

Publisher-/ National SALES MANAGER – / BROKER NETWORKS

SUMMARY OF QUALIFICATIONS

- *Proven ability to maintain business relationships using regional and national industry contacts*
- *Outstanding track record of building effective sales teams and national broker networks*
- *Strong history of growing new business, establishing profitable account relationships and launching product lines from brand positioning and launching new brands and extensions*
- *Managerial skill in recruiting, training and mentoring high performing sales teams*
- *Expertise in developing and managing national broker networks*
- *Articulate communicator with strong merchandising and presentation skills*

BUSINESS HISTORY

NEW YORK TRAVEL MEDIA,, Plainview, NY 2010-2015
Principal – Publisher
Publishes and promotes leading tourism guide serving the NY area.

- Market advertising to regional hotels, restaurants, and retailers throughout Long Island-Queens

INTEGRATED BEVERAGE GROUP, LTD, Farmingdale, NY 2006-2010
National Sales Manager
Recruited to open up retailers nationwide by hiring a broker network for a manufacturer of innovative sports, nutritional and recreational beverages including Power Ice, Throat Cooler, and Children's Throat Cooler. Developed relationships with global wholesale distributors and major retailers, traveling nationally.

Achievements:

- Successfully increased revenues from $0 to $11 MM within 4 years
- Recruited and trained an effective national broker network to penetrate market niches
- Obtained key accounts including school districts and food service distributors

THE FISHERY, Pembroke Pines, FL 2004-2006
Principal – General Manager
Directed start-up of a 160-seat seafood restaurant with off-premise catering, utilizing culinary background. Recruited and trained FOH and BOH staff. P&L responsibility for budget, payroll, inventory, purchasing.

Achievements:

- Generated $1.3 MM during 1st year
- Developed profitable catering working with local Chambers of Commerce and schools

KRINOS FOODS, INC., Long Island City, NY 2002-2004
National Sales Manager
Penetrated the market of national mainstream distributors for import of Greek specialty foods in NA.

Achievements:

- Obtained numerous key accounts including Sysco, US, and Alliant Food Service
- Pioneered the Food Service Division of Krinos, LIC, NY
- Expanded clientele by recruiting national food brokers and obtaining new key accounts
- Traveled extensively throughout North America to implement marketing strategies
- During 1st year, achieved national distribution and secured $5 MM in revenues

Michael A. Frisher

JULIAN FREIRICH FOOD PRODUCTS, Long Island City, NY 2001-2002
Northeast Regional Sales Manager - smoked/processed meats

Achievements:

- Successfully developed sales territory from $8 MM to $11 MM in annual revenues
- Managed national retail accounts including Super Value, C&S, Sysco, and Alliant
- Networked and recruited brokers to strengthen sales productivity

NATIONAL FOODS, Bronx, NY 1995-2001
Northeast Regional Sales Manager
Sold Hebrew National and National Deli meat products through a broker network in a $15 MM territory.
Managed 2 Associates serving Aramark, Marriott, CA-1 Services, Volume Services and Boston Concession.

ATLANTIC MARKETING FORCES, INC., Hicksville, NY 1994-1996
Sales Manager/Brand Manager, Protein, NY-NJ
Generated $8 MM for brands including Patrick Cudahy, Plumrose, Rite Foods, and Blount Seafood.

WALDCO SEAFOOD IMPORTERS, New York, NY 1991-1994
Account Executive, NY Metro Region
Sold imported seafood to restaurant chains and distributors - Red Lobster, Beefsteak Charlie's, and Chi Chi's.

CHERRY LANE MEAT & SEAFOOD CO., Floral Park, NY 1988-1991
General Sales and Purchasing Manager
Multitask roles in a $7 MM family wholesale meat and seafood business.

EDUCATION
A.A., Business Management, Queensborough Community College

SKILLS
Microsoft Word, Excel, Windows XP. PCs and Macintosh.

REFERENCES
Available upon request

APPENDIX B
Staffing

Please provide a complete written description of the proposed Staffing and prior experience for the Proposal, including the following information:

a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.

b. Detail prior experience in the area of compensation consulting.

c. Detail prior experience with public sector clients (similar size and scope).

d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

A - Mike Frisher Sole Principal
See Attached Resume

B - N/A

C - Worked together with NYC Visitor & Convention Bureau to promote tourism in the NYC marketplace, Also worked wit LIVCB And proformed the same duties As Above

D - See Attached Letterhead

APPROVED AND SUBMITTED BY: _____ (Signature)

PRINT NAME: Michael Frisher DATE: 2/9/16

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Frisher, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24 day of April ~~2016~~ 2017

Notary Public

NICKOLAS MEFFIS
Notary Public, State of New York
No. 5003096
Qualified in Nassau County
Commission Expires Oct. 13, 2018

Name of submitting business: NY Travel Media LLC

By: Michael Frisher
Print name

Signature

Pres
Title

4/21/17
Date

COUNTY OF NASSAU

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

1. Name of the Entity: NY Travel Media LLC

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

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

Michael Frisher 32 East Park
Old Bethpage NY 11804

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

Michael Frish
32 East Park Dr Old Bethpage NY 11804

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

None

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

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

None

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

None

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

None

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

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

Dated: 4/21/17

Signed: [signature]

Print Name: Michael Fresh

Title: President

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

AMENDMENT NO. 1 TO THE CONTRACT FOR SERVICES

THIS AMENDED AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), **and NY Travel Media LLC** having its principal address at [redacted] (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County; and

WHEREAS, the Department requires promotional services, including obtaining musical and other performers, for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP") #0127-1603, issued on January 27, 2016; and

WHEREAS, the RFP provides for a one (1) year term with an option to renew for two (2) additional one (1) year terms; and

WHEREAS, The parties wish to exercise the option to renew the Agreement for a one (1) year; and

WHEREAS, the services to be performed are within the intent and purview of State Tax Law 1202-q; and

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

1. Term. This Agreement shall commence on June 1, 2017 and shall terminate on May 31, 2018, unless sooner terminated as provided for herein, with an option to renew for an additional one (1) year period, upon the approval of the County Executive, unless sooner terminated as provided for herein.

2. Program. The services to be provided by the Contractor under this Agreement shall consist of promoting tourism in Nassau County through a printed Travel Destination Guide. The Contractor will provide the quarterly publication to the Tourism Visitors Center for promotion of Nassau County.

NY Travel Media, LLC has the #1 Travel Guide in the Nation and will feature the calendar of events for Nassau County's Historic Properties ,Museums and Recreational events being offered throughout our Parks system in their summer and fall publications.

2. Payment. a) Amount of Consideration. The maximum amount to be paid to the Contractor in Amendment No.1, shall be increased by Twenty-four thousand dollars ($24,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Seventy-two thousand dollars ($72,000.00 (the "Amended Maximum Amount"). This amount is inclusive of any and all expenses, including, travel and shall be payable in 2 payments as follows:

(i) The first payment shall be an advanced payment of $12,000 (50%) payable upon execution of this Agreement by the County in year one and on the anniversary of the commencement date herein for year ensuing contract year.

(ii) The second payment of $12,000 (50%) shall be payable upon completion of each year's performance.

(iii) Reconciliation – If the contract is terminated for any reason prior to completion of Program due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when Program was due, whichever is sooner.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

NY TRAVEL MEDIA LLC

By: _____
Name: Michael Frisch
Title: Pres
Date: 4/21/17

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 24th day of April in the year 2017 before me personally came Michael Misher to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; and that he or she signed his or her name hereto and has executed the above instrument.

Maryann Williams
NOTARY PUBLIC

Maryann Williams
Notary Public - State of New York
No. 01WI6238627
Qualified in Nassau County
Commission Expires Apr. 11, 2019

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

On the ____ day of _____ in the year 2017 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 _____; and that he or she signed his or her name hereto and has executed the above instrument.

_____
NOTARY PUBLIC

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/25/2017

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

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

PRODUCER
Eastern Classic Coverage
[redacted]

CONTACT NAME: Bob Bleistein
PHONE (A/C, No, Ext): [redacted] FAX (A/C, No):
E-MAIL ADDRESS: [redacted]

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Illinois Union Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NY TRAVEL MEDIA LLC
[redacted]
Plainview [redacted]

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	Y		BP148537Q2017	04/24/2017	04/24/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Not Included
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Not Included
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The certificate holder, Nassau County, is included as an additional insured.

CERTIFICATE HOLDER

County of Nassau
1550 Franklin Avenue
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert Bleistein

Contract ID#: CCPK1600000067

Department: Parks, Rec & Museums

E-177-16

HOTEL/MOTEL TAX GRANT FUND

Contract Details

SERVICE: Professional Services

NIFS ID #: CCPK1600000067 NIFS Entry Date: 6/24/16 Term: June 15, 2016-May 31, 2017

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name: NY Travel Media LLC	Vendor ID# 46 345 8159	Department Contact Eileen Krieb
Address 1662 Old Country Road Plainview,NY 11803	Contact Person: Michael Frisher	Address Administration Bldg., Eisenhower Park East Meadow, NY 11554
REG: Travel Host of LI . EMAIL: mike@intheknowny.com	Phone: 516- 816 1310 Fax:	Phone (516) 572-0378 Fax 516-572-0227

Routing Slip

Brian Nugent Chief DeputyCommissioner _____ Date 6/27/16

Frank Camerlengo, ~~Dep. Commissioner~~ _____ Date _____

Eileen Krieb, CSR _____ Date 6/24/16

DATE RECEIVED	DEPARTMENT	Internal Verification		DATE APPROVED	SIGNATURE	Leg. Approval Required
6/27/16	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	☐ ☐	6/27/16		
6/28/16	OMB	NIFS Approval (Contractor Registered)	☐	6/28/16		Yes ☐ No ☐ Not required if blanket resolution
7/5/16	County Attorney	CA RE & Insurance Verification	☑	7/5/16		
7/6/16	County Attorney	CA Approval as to form	☑	7/6/16		Yes ☑ No ☐
	Legislative Affairs	Fw'd Original Contract to CA	☐			
	County Attorney	NIFS Approval	☑	7/27/16		
	Comptroller	NIFS Approval	☑	8/11/16		
	County Executive	Notarization Filed with Clerk of the Leg.	☐ ☐	7/18/16		

Contract Summary

PR5254 (1/06)

Contract ID#: CQDK160000067

Department: Parks, Rec & Museums

Description Promoting tourism in hotels/motels in Nassau county through a printed Travel Guide
Purpose: Promotion of County facilities to the Public
Method of Procurement: NY Travel Media was selected based on its experience and expertise in promoting tourism Nassau County through a printed Travel Destination Guide. Travel Media LLC has the #1 Travel Guide in the Nation and will feature the calendar of events for Nassau County's Historic Properties, Museums and Recreational events being offered throughout our Parks system in their annual publications.
Procurement History: RFP#PK0127-1603 dated 1/27/16
Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of featuring County attractions in the Travel guide that is solely distributed to Hotels in Nassau County. Total Cost of Services: $48,000.00
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $ 48,000.00 Professional Services CONTRACT PROCESSING FEE $160 - copy attached
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	PK
Resp:	grt 9700
Object:	500
Transaction:	103

0K97 x 5

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other GRANT	$48,000.00
TOTAL	$48,000.00

LINE	INDEX/OBJECT/CODE	AMOUNT
1	pkgrt9700ot hotel tax x3	$48,000.00
2		$
3		$
4		$
5	J. Quinata 7/5/16	$
6		$
	TOTAL	$48,000.00

Document Prepared By: L. Rosenthal Date: 6/21/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name Michael A. Cohen	Name	Date 7/18/16
Date 8/11/16	Date 8/11/16	(For Office Use Only) E #:

PR5254 (1/06)

E-17-16

RULES RESOLUTION NO. 267 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF PARKS, RECREATION & MUSEUMS, AND NY TRAVEL MEDIA LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with NY Travel Media LLC to promote tourism in Nassau County through a printed travel destination guide, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the agreement with NY Travel Media LLC

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: NY TRAVEL MEDIA, LLC

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

II. X The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on January 27, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in the Legal Notices in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. **Sixty-eight (68)** of potential proposers were sent notice of the RFP, **Nine (9)** of potential proposers opened the documents and **Two (2)** accepted and requested copies of the RFP on the Nassau County website. Proposals were due on Wednesday, February 10, 2016. One (1) Proposal was submitted and evaluated for RFP. The evaluation committee consisted of: three (3) members of the Department of Parks, Recreation & Museums. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected. **NY TRAVEL MEDIA, LCC was awarded.**

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature
Brian Nugent
Chief Deputy Commissioner

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 2/10/16

Vendor: NY Travel Media LLC

Signed: Michael Fresh

Print Name: Michael Fresh

Title: Publisher

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michael Frisher

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address [redacted]

   City/state/zip [redacted]

   Telephone [redacted]

   Other present address(es) None

   City/state/zip None

   Telephone None

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President 2 / 15 / 18 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ✓ If Yes, provide details. I have been working with the parks dept for the past three years, advertising their events and listing in all parks and museum's presented.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

APPENDIX D

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Fresher, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of February 2016

Sarah Cassage
Notary Public

SARAH VICTORIA CASSAGNE
Notary Public - State of New York
NO. 01CA6322578
Qualified in Suffolk County
My Commission Expires Apr 6, 2018

NY Travel Media LLC
Name of submitting business

Michael Fresher
Print Name

Signature

Owner
Title

2 9 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 2/10/16

1) Proposer's Legal Name: NY Travel Media LLC

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years: [redacted]

3) Mailing Address (if different): Same

Phone: [redacted]

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: NO

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ____ Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ____ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to untrufulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___ If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the event that a possible conflict arises, I will inform the County of the possible conflict and allow the County to determine if an actual conflict exists

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation: 2/15/12

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; See Appendix D (Principal Questionnaire form). NF

iii) Name, address and position of all officers and directors of the company; Sole See Appendix D

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 1

vi) Annual revenue of firm [redacted]

vii) Summary of relevant accomplishments See Appendix B (Staffing) AND Resume

viii) Copies of all state and local licenses and permits. NOT Needed

B. Indicate number of years in business. 4 1/2

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Hempstead Tourism

Contact Person Beverly Hester

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address

Company Pole Position Raceway

Contact Person Zachery Thigpen

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address [redacted]

Company Goffman Goldberg LLC

Contact Person Brandon Goldberg

Address

City/State [redacted]

Telephone [redacted]

Fax #

E-Mail Address [redacted]

APPENDIX C

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael Frischer, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of February 2016

Sarah Cassagne
Notary Public

SARAH VICTORIA CASSAGNE
Notary Public - State of New York
NO. 01CA6322579
Qualified in Suffolk County
My Commission Expires Apr 6, 2019

Name of submitting business: NY Travel Media LLC

By: Michael Frischer
Print name

Signature

Owner
Title

2/9/16
Date

COUNTY OF NASSAU

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

1. Name of the Entity: NY Travel Media LLC

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

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

Michael Frisher

162 Old Country Road Plainview, NY 11803

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

Michael Frisher 162 Old Country Road Plainview NY 11803

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

None

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

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

None

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

None

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

NONE

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

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

Dated: 2/18/14

Signed: [signature]

Print Name: Michael Frisher

Title: Publisher

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

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and (ii) NY Travel Media LLC, having its principal address at [redacted] (the "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York (the "State") pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Department requires promotional services for events hosted by the Department; and

WHEREAS, in order to obtain said services, the Department issued Request for Proposals ("RFP")PK #0127-1603, issued on January 27, 2016; and

WHEREAS, the RFP provides for a total term of three (3) years.

WHEREAS, the Contractor was selected based on its experience and expertise; and

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

WHEREAS, the services to be performed are within the intent and purview of State Tax Law 1202-q;

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

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

1. Term. This Agreement shall commence on June 15, 2016 and shall terminate on May 31, 2017, unless sooner terminated as provided for herein, with an option to renew for an additional two (2) one (1) year periods, upon the approval of the County Executive, unless sooner terminated as provided for herein.

2. Program. The services to be provided by the Contractor under this Agreement shall consist of promoting tourism in Nassau County through a printed Travel Destination Guide. The Contractor will provide the quarterly publictions to the Tourism Visitors Center for promotion of Nassau County.

NY Travel Media, LLC has the #1 Travel Guide in the Nation and will feature the calendar of events for Nassau County's Historic Properties, Museums and Recreational events being offered throughout our Parks system in their annual publications.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall be **Forty-Eight Thousand Dollars ($48,000)** each year of this Agreement. This amount is inclusive of any and all expenses, including, travel and shall be payable in 2 payments as follows:

(i) The first payment shall be an advanced payment of $24,000 (50%) payable upon execution of this Agreement by the County in year one and on the anniversary of the commencement date herein for year ensuing contract year.
(ii) The second payment of $24,000 (50%) shall be payable upon completion of each year's performance.
(iii) Reconciliation – If the contract is terminated for any reason prior to completion of Program due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when Program was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Contractors submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) 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 parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments 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 Contractors received notice that the County did not desire to receive such services.

(e) Reconciliation of Advance Funds. The Contractor shall file with the Department, in duplicate, upon completion of the services described under this Agreement or any other time reasonably requested by the County, a certified reconciliation report accounting for all advance funds and certifying that all services have been performed in accordance with this Agreement. All advance payments received by the Contractor shall be returned to the County in the event the services have not been performed as described under this Agreement or if this Agreement has been terminated prior to the completion of the services.

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 contractor of the Contractors (a "Contractors 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 or Person with the authority to commit the County to 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, 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 vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, 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 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 as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the parties of such request prior to disclosure of the Information so that the parties may take such action as it deems appropriate.

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

(a) The Contractor shall conduct its, his or her activities in connection with this Agreement so as not to endanger 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.

8. Indemnification; Defense; Cooperation. (a) Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (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, 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, at 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 legal proceedings which may be brought or instituted against one or more Indemnified Parties, on any such claim, demand or cause of action in connection

with this Agreement and Contractor shall pay and satisfy any judgment or decree which may be rendered against the indemnified Parties in any suite, action or other legal proceeding; and Contractor shall pay for any and all damages to the property of the Indemnified Parties, for loss or theft of such property, done or caused by the Contractor.

(c) Contractor hereby (i) assumes all risk, danger and injury arising out of or in connection with this Agreement and (ii) releases the County, its officers, employees, and agents from and against any and all liabilities, losses, costs, expenses and damages arising out of or in connection with this Agreement. Without limiting the gerality of the foregoing, Contractor agrees it will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit.

9. 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 or 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 party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

10. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ninety (90) 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.

11. 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 Department and the (ii) the 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 the 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.

12. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

13. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in 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.

14. 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 nationally 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 a courier service, as applicable, and (d)(i) if to the Department, 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 Department) 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.

15. 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 provision 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.

16. 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.

17. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. 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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- 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 Department. 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 Department of the same and deliver to the Department 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 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.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:
NY Travel Media LLC
1662 Old Country Road
Plainview, NY 11803

Description of Operations:
The Certificate holder, Nassau County, is included as an Additional Insured for Advertising servicespursuant a written agreement.
Date(s): YEARLY TERM
Location: Nassau County, New York

Certificate Holder:
County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

21. Accounting Procedures; Records. The Performer 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 Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

NY Travel Media LLC

By: _____
Name: Michael Fraser
Title: Publisher
Date: 6/17/16

NASSAU COUNTY

By: _____
Name: Charles Ribando
Title: County Executive
(or) ____ Chief Deputy County Executive
(or) ✓ Deputy County Executive

Date: 8/23/16

PLEASE EXECUTE IN BLUE INK

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

On the 17th day of June in the year 2016 before me personally came Michael Fraster to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the owner of NY Trail Media LLC, 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

KARNDEEP BHINDER
Notary Public - State of New York
No. 01BH6288673
Qualified in Suffolk County
My Commission Expires September 09, 2017

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

On the 29 day of August in the year 2016 before me personally came Charles Lihardo to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nassau County; that (s)he is the County Executive or _____ Chief Deputy County Executive or ✓ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

[illegible]
Notary [illegible] York
[illegible]
Commission [illegible] 2017

NY Travel Media

DISTRIBUTION

				Number of Rooms	Number of copies
[illegible] Allegro Hotel	[illegible] Broadway	Long Beach, NY	11561	174	[illegible]
Americana Inn	[illegible] Broadhollow Rd.	Farmingdale, NY	11735	[illegible]	[illegible]
Andrew Hotel	75 North Station Plaza	Great Neck, NY	11021	62	100
[illegible] Inn	[illegible] Bayshore Rd.	Bayshore, NY	11706	90	110
Best Western	173 Sunrise Hwy	Rockville Centre, NY	11570	[illegible]	125
Best Western	[illegible]	Jamaica Queens, NY	11434	70	200
Best Western	[illegible]	Flushing Queens, NY	11354	80	200
[illegible]	[illegible]	Massapequa, NY	11758	[illegible]	145
[illegible] Hotel	[illegible] Veterans Memorial Hwy	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	Queens, NY	[illegible]	[illegible]	[illegible]
[illegible] Motor Inn	[illegible]	East Meadow, NY	11554	[illegible]	[illegible]
[illegible] Inn JFK	[illegible]	Jamaica Queens, NY	11434	[illegible]	[illegible]
[illegible]	[illegible]	Hauppauge, NY	[illegible]	[illegible]	[illegible]
[illegible] by Marriott	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible] by Marriott	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible] Hotel and [illegible]	25 [illegible] Broadway	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	Hauppauge, NY	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible] Inn	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible] Inn	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible] Inn	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

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:

   Michael Frisher (Name)

   [redacted] 11803 (Address)

   [redacted] (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 Department 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.

6/16/16
Dated

Signature of Chief Executive Officer

Michael Frisher
Name of Chief Executive Officer

Sworn to before me this

17th day of June, 2016.

Notary Public

KARNDEEP BHINDER
Notary Public - State of New York
No. 01BH6288673
Qualified in Suffolk County
My Commission Expires September 09, 2017

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 Department 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 therefor 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 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.

165

NY TRAVEL MEDIA LLC

[redacted]

1-1367/260
465

6/22/16
Date

Pay to the Order of Nassau County $ 160 00/00

One hundred Sixty 00 Dollars

Security Features Details on back.

Bank
America's Most Convenient Bank®

For Deposit Scan Control

[redacted]

E-134-17
Additional Backup

Additional Information

Clerk Item: E-134-17

Armor Correctional Services

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/15/2017

Vendor: Armor Correctional Health Services of New York,

Signed:

Print Name: Bruce A. Teal

Title: Chief Executive Officer

The information requested in sections 1, 5, and 7-12 requires input and review from Dr. Armas, who is currently out of the Country. We will provide this information after he has returned.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jose Armas

   Date of birth ____/____/____

   Home address _____

   City/state/zip _____

   Business address 4960 SW 72 Avenue, Suite 400

   City/state/zip Miami, FL 33155

   Telephone 305/662.8522

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President 1 0/1 1/1 4 Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. 100% owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ___
If Yes, provide details. See attached

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES _____ NO ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES _____ NO ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Bruce Teal, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of May 2017

Notary Public

LISSETTE SARDINAS
Notary Public - State of Florida
My Comm. Expires Jan 11, 2018
Commission # FF 055704

Armor Correctional Health Services of NY,Inc
Name of submitting business

Bruce Teal
Print name

Signature

CEO
Title

5 / 15 / 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Bruce A. Teal

   Date of birth ____/____/____

   Home address _____

   City/state/zip _____

   Business address 4960 SW 72 Avenue, Suite 400

   City/state/zip Miami, FL 33155

   Telephone 305/662.8522

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer 1 0/1 1/1 4 Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ___
If Yes, provide details. See attached

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

Detail in Response to Principal Questionnaire #6

In the past three years, Armor Correctional Health Services, Inc. has been awarded contracts for correctional healthcare services by the following entities:

- Lee County, FL
- Minnehaha County, SD
- Virginia Department of Corrections
- Osceola County, FL
- Volusia County, FL
- Lake County, IL
- Collier County, FL
- Jefferson County, FL
- Pamunkey Regional Jail, VA
- Weld County, CO
- Larimer County, CO

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X__ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X__ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X__ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES X__ NO ___ If Yes; provide details for each such investigation. New York State Attorney General

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X__ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X__ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Bruce A. Teal, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of May 2017

Notary Public

LISSETTE SARUINAS
Notary Public - State of Florida
My Comm. Expires Jan 11, 2018
Commission # FF 085704

Armor Correctional Health Services of NY,Inc
Name of submitting business

Bruce A. Teal
Print name

Signature

Chief Executive Officer
Title

5 / 15 / 2017
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: May 15, 2017

1) Proposer's Legal Name: Armor Correctional Health Services of NY,Inc.

2) Address of Place of Business: 4960 SW 72 Avenue, Suite 400, Miami, FL 33155

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : 305/662.8522

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 47-2198762

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X
Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: _____
Armor Correctional Health Services, Inc.

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. _____
Armor Correctional Health Services, Inc.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes X No ____ If Yes, provide details for each such investigation. _____
New York State Attorney General

* Settlement Attached

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X_ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X_ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X_; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Armor will contact the County should any potential conflict arise.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include: * See Attached

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Bruce Teal, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of May 2017

Notary Public

LISSETTE SARDINAS
Notary Public - State of Florida
My Comm. Expires Jan 11, 2018
Commission # FF 055704

Name of submitting business: Armor Correctional Health Services of New York, Inc.

By: Bruce A. Teal
Print name

Signature

Chief Executive Officer
Title

5 / 15 / 2017
Date

Attachment to Business History Form

Armor Correctional Health Services of New York (ACNY) is an affiliated company of Armor Correctional Health Services, Inc., formed for the purpose of operating the contract at Nassau County Correctional Center.

ACNY was incorporated October 11, 2014 in the State of Florida. Dr. Jose Armas (4960 SW 72nd Ave, Suite 400, Miami, FL 33155) is the sole officer and sole stockholder. Annual revenues for 2016 were $ 11,421,979 and we currently have 58 employees.

A copy of Armor's NY State business license will be provided under separate cover.

References:

Captain Michael R. Golio
Nassau County Sheriff's Department
100 Carman Ave
East Meadow, NY 11554
mgolio@nassaucountyny.go
(516) 572-3865

Lt. Colonel Keith Neely
Broward County Sheriff's Office
555 SE First Avenue
Ft. Lauderdale, FL 33301
keith_neely@sheriff.org
954.831.6403
Fax: 954.831.6065

Sheriff Wayne Ivey
Brevard County Sheriff's Office
700 Park Avenue
Titusville, FL 32780
wayne.ivey@bcso.us
321-264-5201
Fax: 321-633-0210

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 17, 2012.

Selected Entity Name: ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

Selected Entity Status Information

Current Entity Name:	ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.
DOS ID #:	4090357
Initial DOS Filing Date:	MAY 05, 2011
County:	NASSAU
Jurisdiction:	FLORIDA
Entity Type:	FOREIGN BUSINESS CORPORATION
Current Entity Status:	ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O CT CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NEW YORK, 10011

Registered Agent

CT CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NEW YORK, 10011

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	$ Value per Share

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAY 05, 2011	Actual	ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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SUPREME COURT OF THE STATE OF NEW YORK - NEW YORK COUNTY

PRESENT: BLUTH, ARLENE P. **PART** 32

ARLENE P. BLUTH *Justice*
J.S.C.

PEOPLE OF THE STATE OF NEW

INDEX NO. . 450835/2016

MOTION DATE 10/18/2016

- v -

ARMOR CORRECTIONAL HEALTH

MOTION SEQ. NO. 001

The following papers, numbered 1 to _____, were read on this application to/for _____

Notice of Motion/ Petition/ OSC - Affidavits - Exhibits ..... No(s) _____

Answering Affidavits - Exhibits ..... No(s) _____

Replying ..... No(s) _____

Upon the foregoing papers, it is ORDERED that this motion is RESOLVED via stipulation; see stipulation so-ordered on October 5, 2016.

ARLENE P. BLUTH
J.S.C.

DATE : 10/5/2016

BLUTH, ARLENE P. , JSC

1. CHECK ONE : [X] CASE DISPOSED [ ] NON-FINAL DISPOSITION
2. APPLICATION : [ ] GRANTED [ ] DENIED [ ] GRANTED IN PART [X] OTHER
3. CHECK IF APPROPRIATE : [ ] SETTLE ORDER [ ] SUBMIT ORDER
[ ] DO NOT POST [ ] FIDUCIARY APPOINTMENT [ ] REFERENCE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK,
by ERIC T. SCHNEIDERMAN, Attorney General
of the State of New York,

Petitioner,

- against -

ARMOR CORRECTIONAL HEALTH MEDICAL SERVICES OF NEW YORK, INC. P.C., and ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.,

Respondents.

Index No. 450835/2016
IAS Part 32

Assigned to: Justice Arlene P. Bluth

STIPULATION OF SETTLEMENT AND DISCONTINUANCE

1. This Stipulation of Settlement and Discontinuance (the "Agreement") of the above-entitled proceeding ("this Litigation") is entered into by and between the Petitioner, the People of the State of New York by Eric T. Schneiderman, Attorney General of the State of New York ("NYAG"), and Respondents Armor Correctional Health Medical Services of New York, Inc., P.C. and Armor Correctional Health Services of New York, Inc. (collectively, "Armor"), and, except to the extent limited by Paragraph 15, extends as well to anyone acting on Armor's behalf, including but not limited to Armor's principals, employees, agents, and/or assignees who are involved in the conduct of the business that is the subject of this Litigation, and to any parent, affiliate or successor corporation or other corporation purchasing Armor's assets, company, business entity or other entity that Armor may now or hereafter act or conduct business through that is the subject of this Litigation.

2. "Parties" means the NYAG and Armor, collectively and as defined herein.

3. This Court has jurisdiction over the subject matter of this Litigation and over all Parties. The Parties agree, for purposes of this Agreement, that venue is proper in New York County.

4. The terms of this Agreement shall be governed by the laws of the State of New York.

5. On or about July 12, 2016 the NYAG filed a Verified Petition (the "Petition") in the Supreme Court for the County of New York, naming Armor as Respondents, alleging violations of the New York State False Claims Act, N.Y. State Finance Law § 187 *et seq.*, N.Y. Executive Law § 63(12), and N.Y. Executive Law § 63-c.

6. Armor has denied these allegations and asserts that it has not violated any applicable laws, regulations, ordinances or legal or contractual obligations.

7. This Agreement reflects a negotiated agreement among the Parties.

8. The Parties have agreed to resolve the issues, claims and matters raised in the Petition and occurring through the date of the filing of the Litigation, by entering into this Agreement.

9. Neither Armor's performance of this Agreement nor the negotiations between the Parties surrounding the Agreement shall be considered an admission by Armor of any wrongdoing or liability of any kind.

10. This Agreement is not intended for use by any third party in any other action or proceeding and is not intended, and should not be construed as, an admission of wrongdoing or liability by Armor. The NYAG will not cite the Agreement in any action or proceeding as an admission of Armor's wrongdoing or liability.

11. This Agreement does not constitute an approval by the NYAG of Armor's

business practices, and Armor shall make no representation or claim to the contrary.

12. Armor has demonstrated and represented that it no longer intends to seek new contracts in New York during at least the three-year period following the Effective Date.

13. By entering into this Agreement, Armor agrees to the following:

A. For a period of three years from the Effective Date, Armor agrees not to bid on or enter into any contract with any municipality in New York State for the provision of jail health services; and

B. Within ten days of the Effective Date, and in full and final settlement of this Litigation, Armor agrees to pay and the NYAG agrees to accept the sum of Three Hundred and Fifty Thousand dollars ($350,000.00) by check payable to the State of New York.

14. Solely for the NYAG's purposes and without any admission by Armor, upon receiving the payment from Armor, the NYAG intends to designate Two Hundred and Fifty Thousand dollars ($250,000.00) of that payment to Nassau County as reimbursement related to Armor's performance of certain contractual obligations to the County during the time period covered by the Litigation, with the balance as penalties to the State of New York.

15. For purposes of this Agreement, Paragraph 13(a) above shall not apply to any successor or future purchaser of Armor's stock or assets, or any successor entity that results from a merger, that as of the date of this Agreement or in the future is a party to contracts with municipalities in New York State, provided that, for a period of three years following the Effective Date, such successor or purchaser does not engage any of Armor's senior management officials to supervise the provision of services in, or work at, any New York jail, except as approved by the NYAG. "Senior management officials" as used in this paragraph includes (i) all management at Armor's corporate headquarters who had direct responsibility for

overseeing the provision of services at the Nassau County Correctional Services and (ii) management, including directors, working directly at Nassau County Correctional Center. This includes all individuals employed in such positions at any point in the twelve months prior to the Effective Date.

16. The Court shall retain jurisdiction for the purpose of enforcing and modifying this Agreement.

17. It is hereby stipulated and agreed, by and between the Parties, that the Petition and this Litigation is dismissed with prejudice, and without costs to any party as against another.

18. Nothing herein shall limit either the NYAG's or Respondents' right to seek other remedies provided by law for a violation of this Agreement, including remedies for contempt of court and for enforcement of the Agreement. The NYAG has the right to seek injunctive relief, and all other appropriate and necessary relief, to enforce this Agreement. If a court of competent jurisdiction determines that Armor has breached this Agreement, Armor shall pay to the NYAG the cost, if any, of enforcing this Agreement, including, without limitation, legal fees, expenses, and court costs.

19. This Agreement constitutes the entire, complete, and only agreement and understanding by and between the Parties with respect to the subject matter hereof.

20. This Agreement may not be modified orally, but may be modified only by a writing signed by each Party.

21. The Effective Date for this Agreement is the date that it is fully executed by the Parties.

22. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures provided

by facsimile transmission or in Adobe Portable Format (PDF) sent by electronic mail shall be deemed to be in original signatures.

For Respondents, Armor Correctional Health Medical Services of New York, Inc., P.C. and Armor Correctional Health Services of New York, Inc.

By: _____

Date: 9/30/16

Bruce Teal, CEO

For the NYAG:

By: _____

Lisa Landau
Bureau Chief
Health Care Bureau
120 Broadway, 26th Floor
New York, NY 10271

Date: 10/3/16

By: Dorothea Caldwell-Brown

Dorothea Caldwell-Brown
Assistant Attorney General
Health Care Bureau
120 Broadway, 26th Floor
New York, NY 10271

Date: 10/4/16

By: _____

Elizabeth Chesler
Assistant Attorney General
Health Care Bureau
120 Broadway, 26th Floor
New York, NY 10271

Date: 10/3/16

So ordered
10/5/16
NY, NY
ARLENE P. BLUTH
J.S.C.

COUNTY OF NASSAU

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

1. Name of the Entity: Armor Correctional Health Services of New York, Inc.

Address: 4960 SW 72 Avenue, Suite 400

City, State and Zip Code: Miami, FL 33155

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co X___Closely Held Corp _____Other (specify)

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

Jose Armas at same address

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

Jose Armas

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

Armor Correctional Health Services, Inc.

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

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

None

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

None

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

None

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

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

Dated: 5/15/2017

Signed: [signature]

Print Name: Bruce A. Teal

Title: Chief Executive Officer

Contract ID#: CQCC1100000502

Department: N.C. Sheriff's Department

E-134-17

Contract Details

SERVICES: Comprehensive Inmate Health Care Services

NIFS ID #: CLCC17000002 NIFS Entry Date: 5-12-17 Term: 6/1/17 – 8/31/17

New ☐ Renewal ☐	
Amendment #3	☒
Time Extension	☒
Addl. Funds	☒
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Armor Correctional Health Services of NY, Inc.	Vendor ID# 611642662-01
Address 4900 S.W. 72nd Ave. Suite 400 Miami, FL 33155	Contact Person Karen Davies, V.P.
	Phone (954) 649-3043

County Department
Department Contact Narda Hall
Address Nassau County Correctional Center 100 Carmen Ave. East Meadow, New York 11554
Phone (516) 572-3810

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
5/12/17	Department	*NIFS Entry (Dept)* ☑ *NIFS Appvl (Dept. Head)* ☑	5/12/17		
5/12/17	OMB	*NIFS Approval* ☒	5/12/17		Yes ☐ No ☐ Not required if blanket resolution
5/15/17	County Attorney	*CA RE&I Verification* ☑	5/15/17		
5/15/17	County Attorney	*CA Approval as to form* ☑	5/15/17		Yes ☑ No ☐
	LEG: Legislative Affairs	*Fw'd Original K to CA* ☐			
	LEG: Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
5/15/17	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	5/15/17		

PR5254 (8/04)

Contract ID#: CQCC1100000502

Department: N.C. Sheriff's Department

Contract Summary

Description: Amendment #3 to a contract for comprehensive inmate health care services.

Purpose: This is an amendment to an existing contract for the provision of medical, mental health, dental and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, pursuant to Section 14 (c) of the base contract. The term of the contract expires on May 31, 2017, and the County is in the process of transitioning the inmate medical services to the Nassau Health Care Corporation ("NuHealth"). This amendment is to (i) extend the term of the contract for an additional three-month period, to August 31, 2017; (ii) increase the base monthly compensation to be paid to Armor; and (iii) modify the offsite services and pharmacy services provisions, all in order to facilitate and enable the orderly transition of inmate medical services to NuHealth without the interruption of services. As part of the amendment, and in consideration of the County's receipt of $250,000 from the settlement of the NYS Attorney General Offices' lawsuit against Armor, the County releases Armor for performance indicator penalties.

Armor has brought a lawsuit against the County in Nassau County Supreme Court for a judicial declaration that Armor is not required to provide inmate health services beyond the scheduled termination date in the contract of May 31, 2017. The proposed amendment is anticipated to settle the litigation.

Method of Procurement: Please see procurement history below. The addition of three months to the term and the increase in compensation has been determined necessary for the transition of services to new vendor NuHealth.

Procurement History: With respect to the base contract, an RFP was published on July 30, 2009, with proposals due on Oct. 13, 2009. Six proposals were considered. The Contractor was found to be the most responsible and qualified bidder with the most reasonable costs by an evaluation committee consisting of representatives from County OMB, County DOH, County OMH, the Sheriff's Department, and the County Attorney's Office.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $4,800,000 ($1,500,000 for June; $1,600,000 for July; and $1,700,000 for August, over the three-month period of 6/1/17-8/31/17)

Change in Contract from Prior Procurement: Contract term will be extended, and base monthly compensation will be increased for a three-month transition period, as further detailed in Amendment 3.

Recommendation: Approve as submitted.

Contract ID#: CQCC1100000502

Department: N.C. Sheriff's Department

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	DE524
Transaction:	CL

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	
County	$4,800,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$4,800,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CCGEN1320 DE524	$4,800,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$4,800,000.00

5/15/17

Document Prepared By: Kathleen Kelly **Date:** 5/12/17

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/25/17
Date	Date	(For Office Use Only) E #:

PR5254 (8/04)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

1. Vendor: Armor Correctional Health Services of NY, Inc.

2. Dollar amount requiring NIFA approval: $ $4,800,000.00

Amount to be encumbered: $ 4,800,000.00

This is a ___ New Contract ___ Advisement X Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 6/1/2017-8/31/2017

Has work or services on this contract commenced? X Yes ___ No

If yes, please explain: Contractor continuing services as amendment is sent through approvals.

4. Funding Source:

X General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

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

Has the County Legislature approved the borrowing? ___ Yes ___ No

Has NIFA approved the borrowing for this contract? ___ Yes ___ No

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

Amendment to an existing contract with Armor for comprehensive inmate health care services. This amendment is to (i) extend the term of the contract for an additional three-month period, to August 31, 2017; (ii) increase the base monthly compensation to be paid to Armor; and (iii) modify the offsite services and pharmacy services provisions, all in order to facilitate and enable the orderly transition of inmate medical services to the new vendor, NuHealth, without the interruption of services.

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

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

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

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

AUTHORIZATION

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

for Roseann D'Alleva 5/12/2017

Signature Title Date

Martha Worsham

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Payment is not guaranteed for any work commenced prior to this approval.

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY SHERIFF'S DEPARTMENT, AND ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Armor Correctional Health Services of New York, Inc. for services in connection with providing medical, mental health, dental, and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with Armor Correctional Health Services of New York, Inc.

FAML6455 V4.2 NIFS PRODUCTION SYSTEM 05/12/2017
LINK TO: CURRENT YR BUDGET & OBLIGATION SUMMARY 2:09 PM
ACTIVE

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 05 2017 MAY 2017
INDEX :
ORGANIZATION : CC10 CORRECTIONAL CENTER
CHARAC / OBJECT :
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DD419	MISCELLANE	618,429	618,429	477,524	140,905
	DD502	POSTAGE	29,965	29,965	12,000	17,965
	DE500	MISCELLANE	271,615	271,615	25,000	246,615
	DE508	SANITARY S	154,656	154,656		154,656
	DE510	CHAPLAINCY	154,532	154,532	71,472	83,060
	DE524	MEDICAL/PS	15,862,719	15,862,719	7,699,836	8,162,883
	DE531	RADIO & CO			76,574	-76,574

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
ENTERED BY : KELLY, KATHLEEN 2-3810
DOCUMENT NUMBER : CLCC17000002 INITIATING DEPT : CC
INPUT PERIOD (MM YYYY) : 05 2017 MAY
VENDOR NUMBER / SUFFIX : 611642662 01 APPROVAL TYPE : 01
VENDOR NAME : ARMOR CORRECTIONAL HEALTH SERVICES OF NY
VENDOR ADDRESS : 4960 SW 72ND AVENUE
SUITE 400
MIAMI FL 33155
COUNTRY : USA
ALPHA VENDOR : ARMOR CORRECTIONAL HEALTH
BANK NUMBER : TREAS NO :
DUE DATE : SINGLE CHECK :
DOCUMENT AMOUNT : 4,800,000.00 CURRENCY CODE :
NUMBER OF LINES : 1 RESPONSIBLE UNIT :
TRANSACTION CODE HASH :
TERMS : NOTEPAD (Y OR N) : N
POSTING/EDIT ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G008 - NEXT RECORD DISPLAYED

DOCUMENT : CLCC17000002 - 02 INPUT PER: 05 2017 AMOUNT : 4,800,000.00

TRANS CODE : 107 CONTRACT ENCUMBRANCE INCREASE
DOCUMENT REF : CQCC11000005 02
TRANS DESC. : INMATE HEALTH CARE EXTENSION
TRANS AMOUNT :
INDEX :
SUBOBJECT :
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G082 - RECORD REPLACED

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Armor Correctional Health Services of New York, Inc.

CONTRACTOR ADDRESS: 4960 S.W. 72nd Ave., Suite 400, Miami, FL 33155

FEDERAL TAX ID #: 61-1642662

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on May 5, 2011, and amended thereafter. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Proposals was issued on July 30, 2009. Seven proposals were received and six evaluated (one proposer was disqualified). The evaluation committee consisted of representatives from OMB, DOH, OMH, the Sheriff's Department, and the County Attorney's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

5/12/17
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***
Compt. form Pers./Prof. Services Contracts: Rev. 03/16

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jose Armas

   Date of birth ____/____/____

   Home address _____

   City/state/zip _____

   Business address 4960 SW 72 Avenue, Suite 400

   City/state/zip Miami, FL 33155

   Telephone 305/662.8522

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President 1 0/1 1/1 4 Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES X NO ___ If Yes, provide details. 100% owner

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X__ NO ___
   If Yes, provide details. See attached

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
      YES _____ NO ____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ___ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 20__

_____

Notary Public

Armor Correctional Health Services of NY,Inc

Name of submitting business

_____

Print name

_____

Signature

_____

Title

_____/_____/_____

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Bruce A. Teal

   Date of birth ____/____/____

   Home address _____

   City/state/zip _____

   Business address 4960 SW 72 Avenue, Suite 400

   City/state/zip Miami, FL 33155

   Telephone 305/662.8522

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer 1 0/1 1/1 4 Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X__ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X__ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X__; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ___
   If Yes, provide details. See attached

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
      YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X__ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X__ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X__ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES X___ NO ___ If Yes; provide details for each such investigation. New York State Attorney General

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X__ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X__ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Bruce A. Teal, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 20__

_____

Notary Public

Armor Correctional Health Services of NY,Inc

Name of submitting business

Bruce A. Teal

Print name

_____

Signature

Chief Executive Officer

Title

_____/_____/_____

Date

Detail in Response to Principal Questionnaire #6

In the past three years, Armor Correctional Health Services, Inc. has been awarded contracts for correctional healthcare services by the following entities:

- Lee County, FL
- Minnehaha County, SD
- Virginia Department of Corrections
- Osceola County, FL
- Volusia County, FL
- Lake County, IL
- Collier County, FL
- Jefferson County, FL
- Pamunkey Regional Jail, VA
- Weld County, CO
- Larimer County, CO

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: May 15, 2017

1) Proposer's Legal Name: Armor Correctional Health Services of NY,Inc.

2) Address of Place of Business: 4960 SW 72 Avenue, Suite 400, Miami, FL 33155

List all other business addresses used within last five years:

_____

3) Mailing Address (if different): _____

Phone : 305/662.8522

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 47-2198762

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership X
Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: _____
Armor Correctional Health Services, Inc.

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

_____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X__ No ___ If Yes, provide details._____
Armor Correctional Health Services, Inc.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X__ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X__ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X__ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes X__ No ____ If Yes, provide details for each such investigation. _____
New York State Attorney General

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X__ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? Yes ___ No X__ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X__

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X__ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X__ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X__; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X__ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Armor will contact the County should any potential conflict arise.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

Company _____

Contact Person_____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address_____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 20__

_____
Notary Public

Name of submitting business: Armor Correctional Health Services of New York, Inc.

By: Bruce A. Teal
Print name

_____
Signature

Chief Executive Officer
Title

_____/_____/_____
Date

Attachment to Business History Form

Armor Correctional Health Services of New York (ACNY) is an affiliated company of Armor Correctional Health Services, Inc., formed for the purpose of operating the contract at Nassau County Correctional Center.

ACNY was incorporated October 11, 2014 in the State of Florida. Dr. Jose Armas (4960 SW 72nd Ave, Suite 400, Miami, FL 33155) is the sole officer and sole stockholder. Annual revenues for 2016 were $ 11,421,979 and we currently have 58 employees.

A copy of Armor's NY State business license will be provided under separate cover.

References:

Captain Michael R. Golio
Nassau County Sheriff's Department
100 Carman Ave
East Meadow, NY 11554
mgolio@nassaucountyny.go
(516) 572-3865

Lt. Colonel Keith Neely
Broward County Sheriff's Office
555 SE First Avenue
Ft. Lauderdale, FL 33301
keith_neely@sheriff.org
954.831.6403
Fax: 954.831.6065

Sheriff Wayne Ivey
Brevard County Sheriff's Office
700 Park Avenue
Titusville, FL 32780
wayne.ivey@bcso.us
321-264-5201
Fax: 321-633-0210

SUPREME COURT OF THE STATE OF NEW YORK - NEW YORK COUNTY

PRESENT: BLUTH, ARLENE P. **PART** 32

ARLENE P. BLUTH J.S.C. *Justice*

PEOPLE OF THE STATE OF NEW

INDEX NO. 450835/2016

MOTION DATE 10/18/2016

- v -

ARMOR CORRECTIONAL HEALTH

MOTION SEQ. NO. 001

The following papers, numbered 1 to _____, were read on this application to/for _____

Notice of Motion/ Petition/ OSC - Affidavits - Exhibits ..... No(s) _____

Answering Affidavits - Exhibits ..... No(s) _____

Replying ..... No(s) _____

Upon the foregoing papers, it is ORDERED that this motion is RESOLVED via stipulation; see stipulation so-ordered on October 5, 2016.

ARLENE P. BLUTH J.S.C.

DATE : 10/5/2016

BLUTH, ARLENE P. , JSC

1. CHECK ONE	:	[X] CASE DISPOSED		[ ] NON-FINAL DISPOSITION	
2. APPLICATION	:	[ ] GRANTED	[ ] DENIED	[ ] GRANTED IN PART	[X] OTHER
3. CHECK IF APPROPRIATE	:	[ ] SETTLE ORDER		[ ] SUBMIT ORDER	
		[ ] DO NOT POST		[ ] FIDUCIARY APPOINTMENT	[ ] REFERENCE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW YORK,
by ERIC T. SCHNEIDERMAN, Attorney General
of the State of New York,

Petitioner,

- against -

ARMOR CORRECTIONAL HEALTH MEDICAL SERVICES OF NEW YORK, INC. P.C., and ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.,

Respondents.

Index No. 450835/2016
IAS Part 32

Assigned to: Justice Arlene P. Bluth

STIPULATION OF SETTLEMENT AND DISCONTINUANCE

1. This Stipulation of Settlement and Discontinuance (the "Agreement") of the above-entitled proceeding ("this Litigation") is entered into by and between the Petitioner, the People of the State of New York by Eric T. Schneiderman, Attorney General of the State of New York ("NYAG"), and Respondents Armor Correctional Health Medical Services of New York, Inc., P.C. and Armor Correctional Health Services of New York, Inc. (collectively, "Armor"), and, except to the extent limited by Paragraph 15, extends as well to anyone acting on Armor's behalf, including but not limited to Armor's principals, employees, agents, and/or assignees who are involved in the conduct of the business that is the subject of this Litigation, and to any parent, affiliate or successor corporation or other corporation purchasing Armor's assets, company, business entity or other entity that Armor may now or hereafter act or conduct business through that is the subject of this Litigation.

2. "Parties" means the NYAG and Armor, collectively and as defined herein.

3. This Court has jurisdiction over the subject matter of this Litigation and over all Parties. The Parties agree, for purposes of this Agreement, that venue is proper in New York County.

4. The terms of this Agreement shall be governed by the laws of the State of New York.

5. On or about July 12, 2016 the NYAG filed a Verified Petition (the "Petition") in the Supreme Court for the County of New York, naming Armor as Respondents, alleging violations of the New York State False Claims Act, N.Y. State Finance Law § 187 *et seq.*, N.Y. Executive Law § 63(12), and N.Y. Executive Law § 63-c.

6. Armor has denied these allegations and asserts that it has not violated any applicable laws, regulations, ordinances or legal or contractual obligations.

7. This Agreement reflects a negotiated agreement among the Parties.

8. The Parties have agreed to resolve the issues, claims and matters raised in the Petition and occurring through the date of the filing of the Litigation, by entering into this Agreement.

9. Neither Armor's performance of this Agreement nor the negotiations between the Parties surrounding the Agreement shall be considered an admission by Armor of any wrongdoing or liability of any kind.

10. This Agreement is not intended for use by any third party in any other action or proceeding and is not intended, and should not be construed as, an admission of wrongdoing or liability by Armor. The NYAG will not cite the Agreement in any action or proceeding as an admission of Armor's wrongdoing or liability.

11. This Agreement does not constitute an approval by the NYAG of Armor's

business practices, and Armor shall make no representation or claim to the contrary.

12. Armor has demonstrated and represented that it no longer intends to seek new contracts in New York during at least the three-year period following the Effective Date.

13. By entering into this Agreement, Armor agrees to the following:

A. For a period of three years from the Effective Date, Armor agrees not to bid on or enter into any contract with any municipality in New York State for the provision of jail health services; and

B. Within ten days of the Effective Date, and in full and final settlement of this Litigation, Armor agrees to pay and the NYAG agrees to accept the sum of Three Hundred and Fifty Thousand dollars ($350,000.00) by check payable to the State of New York.

14. Solely for the NYAG's purposes and without any admission by Armor, upon receiving the payment from Armor, the NYAG intends to designate Two Hundred and Fifty Thousand dollars ($250,000.00) of that payment to Nassau County as reimbursement related to Armor's performance of certain contractual obligations to the County during the time period covered by the Litigation, with the balance as penalties to the State of New York.

15. For purposes of this Agreement, Paragraph 13(a) above shall not apply to any successor or future purchaser of Armor's stock or assets, or any successor entity that results from a merger, that as of the date of this Agreement or in the future is a party to contracts with municipalities in New York State, provided that, for a period of three years following the Effective Date, such successor or purchaser does not engage any of Armor's senior management officials to supervise the provision of services in, or work at, any New York jail, except as approved by the NYAG. "Senior management officials" as used in this paragraph includes (i) all management at Armor's corporate headquarters who had direct responsibility for

overseeing the provision of services at the Nassau County Correctional Services and (ii) management, including directors, working directly at Nassau County Correctional Center. This includes all individuals employed in such positions at any point in the twelve months prior to the Effective Date.

16. The Court shall retain jurisdiction for the purpose of enforcing and modifying this Agreement.

17. It is hereby stipulated and agreed, by and between the Parties, that the Petition and this Litigation is dismissed with prejudice, and without costs to any party as against another.

18. Nothing herein shall limit either the NYAG's or Respondents' right to seek other remedies provided by law for a violation of this Agreement, including remedies for contempt of court and for enforcement of the Agreement. The NYAG has the right to seek injunctive relief, and all other appropriate and necessary relief, to enforce this Agreement. If a court of competent jurisdiction determines that Armor has breached this Agreement, Armor shall pay to the NYAG the cost, if any, of enforcing this Agreement, including, without limitation, legal fees, expenses, and court costs.

19. This Agreement constitutes the entire, complete, and only agreement and understanding by and between the Parties with respect to the subject matter hereof.

20. This Agreement may not be modified orally, but may be modified only by a writing signed by each Party.

21. The Effective Date for this Agreement is the date that it is fully executed by the Parties.

22. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures provided

by facsimile transmission or in Adobe Portable Format (PDF) sent by electronic mail shall be deemed to be in original signatures.

For Respondents, Armor Correctional Health Medical Services of New York, Inc., P.C. and Armor Correctional Health Services of New York, Inc.

By: _____

Date: 9/30/16

Bruce Teal, CEO

For the NYAG:

By: _____

Lisa Landau
Bureau Chief
Health Care Bureau
120 Broadway, 26th Floor
New York, NY 10271

Date: 10/3/16

By: Dorothea Caldwell-Brown

Dorothea Caldwell-Brown
Assistant Attorney General
Health Care Bureau
120 Broadway, 26th Floor
New York, NY 10271

Date: 10/4/16

By: _____

Elizabeth Chesler
Assistant Attorney General
Health Care Bureau
120 Broadway, 26th Floor
New York, NY 10271

Date: 10/3/16

So ordered 10/5/16

ARLENE P. BLUTH J.S.C.

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 17, 2012.

Selected Entity Name: ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

Selected Entity Status Information

Current Entity Name: ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.
DOS ID #: 4090357
Initial DOS Filing Date: MAY 05, 2011
County: NASSAU
Jurisdiction: FLORIDA
Entity Type: FOREIGN BUSINESS CORPORATION
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O CT CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NEW YORK, 10011

Registered Agent

CT CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NEW YORK, 10011

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAY 05, 2011	Actual	ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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COUNTY OF NASSAU

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

1. Name of the Entity: Armor Correctional Health Services of New York, Inc.

Address: 4960 SW 72 Avenue, Suite 400

City, State and Zip Code: Miami, FL 33155

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co X___Closely Held Corp _____Other (specify)

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

Jose Armas at same address

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

Jose Armas

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

Armor Correctional Health Services, Inc.

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

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

None

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

None

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

None

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

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

Dated:_____ Signed:_____

Print Name: Bruce A. Teal

Title: Chief Executive Officer

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

AMENDMENT NO. 3

THIRD AMENDMENT TO CONTRACT FOR SERVICES, (this "Third Amendment"), made as of the date on which this Third Amendment is executed by Nassau County (the "Effective Date"), by and between **NASSAU COUNTY** (the "County"), a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, acting for and on behalf of the Nassau County Sheriff's Department (the "Department"), having its principal office at 100 Carman Avenue, East Meadow, New York 11554, and **ARMOR CORRECTIONAL MEDICAL & HEALTH SERVICES OF NEW YORK, INC.** ("Armor"), a Florida corporation having its principal corporate offices at 4960 S.W. 72 Avenue, Ste. 400, Miami, Florida 33155 (each a "Party," collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and Armor executed a Health Services Agreement effective May 5, 2011 (the "Agreement"), by which Armor contracted to perform certain services for the County as the provider of medical, mental health, dental and ancillary services (the "Inmate Medical Services") to inmates in the custody of the Department and/or incarcerated at the Nassau County Correctional Center to be delivered to detainees housed by the Sheriff;

WHEREAS, the term of the Agreement was from June 1, 2011 through May 31, 2013, with an option to renew the term of the Agreement for up to two additional one (1) year periods under the same terms and conditions;

WHEREAS, in June 2013, the County and Armor entered into the First Amendment (the "First Amendment"), which renewed the terms of the Agreement for an additional two (2) years, commencing June 1, 2013, so that the termination date of the Agreement as amended by the First Amendment was May 31, 2015;

WHEREAS, in June 2015, the County and Armor entered into the Second Amendment (the "Second Amendment"), which renewed the terms of the Agreement, as amended, for an additional two (2) years, commencing June 1, 2015, so that the termination date of the Agreement as amended by the First Amendment was May 31, 2017;

WHEREAS, notwithstanding the May 31, 2017 termination date of the Agreement, as amended, the County is in the process of transferring the Inmate Medical Services to the Nassau Health Care Corporation ("NuHealth") and, in connection therewith, has requested that Armor continue to provide Inmate Medical Services; and

WHEREAS, the County and Armor desire to further extend the term of the Agreement and to modify certain terms thereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Term Extension. The Agreement is hereby extended for an additional three (3) months (such three-month period, the "Transfer Period"), commencing June 1, 2017, so that the termination date of the Agreement, as amended by this Third Amendment, is now August 31, 2017, provided, however, that the County shall have the right to terminate the Transfer Period, and, by extension, the Agreement, at such sooner date as the County may deem to be in the best interests of the County, upon thirty (30) days prior written notice or such shorter notice as may be mutually agreed upon by the Parties. It is the intention of the Parties that there will be no further extensions of the Agreement or the Transfer Period, and the County waives any rights it may have to seek a further extension. Under no circumstance shall Armor be required to provide any services, including transition services, after the expiration of the Transfer Period, provided, however, that Armor will respond to reasonable requests for information and consultation via telephone or e-mail.

2. Payment. (a) Amount of Consideration.

(i) Base Monthly Compensation. The base compensation amount to be paid to Armor by the County during the Transfer Period as full consideration for Armor's onsite services pursuant to the Agreement shall be as follows: June 2017--$1.5 million; July 2017--$1.6 million; and August 2017--$1.7 million. Such amount(s) shall not be payable if the Third Amendment is terminated prior to the month in which services are to be provided. To be paid no later than 15 days after the invoice is received, subject to prompt review and approval by the County Comptroller.

(ii) Offsite Services. The Cost-Sharing provisions contained in paragraph 6 of the Agreement, as amended by paragraph 2 of the First Amendment, are hereby deleted in their entirety. Effective throughout the Transfer Period, the County shall bear 100% of the cost of Offsite Services. In connection with utilization of Offsite Services, Armor will continue to follow the policies and procedures governing Offsite Services that are now in effect.

(iii) Pharmacy Services. Effective throughout the Transfer Period, the County and the Contractor shall share the cost of Pharmacy Services. For the Transfer Period, the Contractor shall pay all Pharmacy Services costs up to $250,000 for the three-month period. If Pharmacy Services exceed $250,000 during the Transfer Period, then Armor will pay such amounts and be reimbursed 100% of such overage. If Pharmacy Services are less than $250,000 during the Transfer Period, then Armor will refund 100% of such underage. The $250,000 limit will be pro-rated if the contract is terminated early. Nothing in this Third Agreement shall affect the County's responsibility for the cost of blood products and medicines necessary to treat hemophiliacs solely for the condition of hemophilia, or required to be utilized due to the inmate's condition of hemophilia, as provided for in Paragraph 3(v) of the Agreement. In connection with utilization of Pharmacy Services,

Armor will continue to follow the policies and procedures governing Pharmacy Services that are now in effect.

(iv) $155,000 Payment. Within twenty (20) days of the execution of this Third Amendment, the County shall pay to Armor the sum of One Hundred Fifty-Five Thousand ($155,000.00) Dollars representing a release of the money deducted by the Nassau County Comptroller's Office from the County's payment of Armor's July Claim #VDCC16000137. The Comptroller's Office had deducted the $155,000 pending further review as to whether there should be imposed a financial penalty under the National Commission on Correctional Health Care accreditation provisions of the Agreement, which review has determined that the penalty is not due and owing from Armor.

3. Extension of Services.

(a) During the Transfer Period, Armor will continue to provide the Inmate Health Services in accordance with the terms and conditions of the Agreement, as amended by this Agreement. In addition to the provision of Inmate Health Services, and in consideration of the Base Monthly Compensation set forth above in paragraph 2, Armor hereby agrees that during the Transfer Period Armor and its representatives will cooperate in all reasonable respects with NuHealth and its representatives, and will take such actions as are reasonably necessary, all in connection with and so as to facilitate a smooth and orderly transfer of the Inmate Medical Services to NuHealth. Without limiting the generality of the foregoing, Armor will: (i) make its staff available to meet with NuHealth staff at mutually acceptable times; (ii) share and provide access to reports, records, documents and other operational information; (iii) allow NuHealth staff to "shadow" Armor staff with respect to performance of Inmate Medical Services; and (iv) take such other actions as are reasonably requested by NuHealth or the County to facilitate a smooth and orderly transfer. NuHealth will assume operational control no later than September 1, 2017.

(b) Armor's provision of the Inmate Health Services and the other services described in this Paragraph 3 during the Transfer Period shall be in satisfaction of the "Contractor Assistance upon Termination" provisions set forth in paragraph 14 (c) of the Agreement to the extent such paragraph is applicable.

4. No Performance Indicator Penalties or Payment Adjustments; Mutual Limited Release. The County hereby agrees that in consideration of the Two Hundred Fifty Thousand ($250,000.00) Dollar payment made to the County by Armor pursuant to Paragraph 14 of that certain Stipulation of Settlement and Discontinuance by and between The People of the State of New York and Armor (Supreme Court: New York County; Index No. 450835/2016), and in consideration of Armor's agreement to provide the Inmate Health Services during the Transfer Period in accordance with the terms and conditions of this Amendment, the County hereby waives any claim to past, present or future performance indicator penalties under the Agreement, or to payment

adjustments therefore, and hereby releases Armor for any such past, present or future claims for performance indicator penalties under the Agreement. In addition, each Party hereby releases the other Party with respect to claims for payments that may be due and owing under Paragraphs 3(c) and 6 of the Agreement, as amended by the First Amendment and/or the Second Amendment, as of the Effective Date. No other claims are waived or released, including, without limitation, indemnification and defense claims under Paragraph 11 of the Agreement. The County reserves all other rights.

5. Full Force and Effect. Except as expressly amended by this Amendment, all terms and conditions of the Agreement, the First Amendment, and the Second Amendment are unchanged, and remain in full force and effect.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties, by their authorized signatures below, have executed this AMENDMENT NO. 3 as of the Effective Date.

COUNTY OF NASSAU

By:_____

Name:_____

Title:_____

Date:_____

ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

By:_____

Name: Bruce Peal

Title: CEO

Date: 5/12/2017

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

On the 12 day of MAY 2017 in the year 2017 before me personally came Bruce Teal to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Sumner; that he or she is the CEO of Armor Correctional Health Medical Services of NY, 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

LISSETTE SARDINAS
Notary Public - State of Florida
My Comm. Expires Jan 11, 2018
Commission # FF 055704

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

On the ____ day of _____ in the year 2017 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

ALB 2022170v3

Contract ID# CQCC11000005
CLCC15000006

Department: N. C. Sheriff's Dept.

E-96-15

Contract Details

SERVICE: Comprehensive Inmate Health Care Services

NIFS ID # :CLCC15000006 NIFS Entry Date: 4/28/15 Term: from 6/1/15 to 5/31/17

New ☐ Renewal ☒	
Amendment	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☐	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☐
5) Insurance Required	Yes ☐	No ☐

Agency Information

Vendor		County Department
Name: Armor Correctional Health Services of NY, Inc.	Vendor ID#: 611642662-01	Department Contact: Kathleen Kelly
Address: 4900 S.W. 72nd Ave. Suite 400 Miami, FL 33155	Contact Person: Karen Davies, V.P.	Address: Nassau County Correctional Center 100 Carman Ave. East Meadow, NY 11554
	Phone: 954-649-3043 e-mail:	Phone: 516-572-3810

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	Approved	SIGNATURE	Leg Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Apprl (Dept. Head) ☐ Contractor Registered	4/30/15		
	OMB	NIFS Approval (Contractor Registered) ☐	5/4/15		Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification ☐	05/01/2015		
	County Attorney	CA Approval as to form ☐	05/01/2015		
	Legislative Affairs	Fw'd Original Contract to CA ☐	5/5/15		
	County Attorney	NIFS Approval ☐	06/03/2015		
	Comptroller	NIFS Approval ☑	6/10/15		
5/4/15	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	5/19/15		

PR5254 (1/06)

Contract ID# CQCC11000005
CLCC15000006

Department: N. C. Sheriff's Dept.

Contract Summary

Description: Comprehensive Inmate Health Care Services 6/1/15 to 5/31/17

Purpose:
To renew the original agreement for an additional two years pursuant to Section 1, Term of the original agreement.

Method of Procurement:
N/A
2 additional years, when added to the 4 year original term, appears to be an acceptable departure from the RFP and original contract terms, particularly given that corrections anticipates doing a new RFP. (WJA)

Procurement History:
An RFP was published on 7/30/09. Contractor was found to be the most responsible/qualified bidder with the most reasonable costs.

Description of General Provisions:
Contractor will continue to provide comprehensive medical, mental health and ancillary services to inmates in the custody of the Nassau County Sheriff's Department.

Impact on Funding / Price Analysis:
Additional funds are required for the renewal period of two years, with a budget impact of $11,010,000.00 per year.

Change in Contract from Prior Procurement:
Contractor is providing additional staff to provide services, and has added a service.

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	524
Transaction:	CA

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	[redacted]
County	$ 0.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	CCGEN1320/DE524	$ 0.01
2		$
3		$
4		$
5		$
6		$
TOTAL		$ 0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kathleen Kelly/ Capt. Keith Sather Date: 4/28/15

NIFS Certification	Certification for Encumbrance	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/4/15
Date 6/12/15	Date June 12, 2015	(For Office Use Only)
		E #:

PR5254 (1/06)

E-96-15

RULES RESOLUTION NO. 117 – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY SHERIFF'S DEPARTMENT AND ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-1-15
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Armor Correctional Health Services of New York, Inc. for services in connection with providing medical, mental health, dental, and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Armor Correctional Health Services of New York, Inc.

AMENDMENT NO. 2

This Second Amendment and Extension to the Contract for Services between Nassau County (the "County"), a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, acting for and on behalf of the Nassau County Sheriff's Department (the "Department"), having its principal office at 100 Carman Avenue, East Meadow, New York 11554, and Armor Correctional Health Medical Services of New York, Inc., a Florida corporation having its principal corporate offices at 4960 S.W. 72 Avenue, Ste. 400, Miami, Florida 33155, and operating as a foreign professional corporation in New York State as Armor Correctional Health Medical Services of New York, Inc. P.C. (doing business as Armor Correctional Health Services of New York, Inc. ("Armor").

WHEREAS, the Parties executed a Health Services Agreement effective May 5, 2011 (the "Agreement"), by which Armor contracted to perform certain services for the County as the provider of medical, mental health, dental and ancillary services to inmates in the custody of the Department and/or incarcerated at the Nassau County Correctional Center ("Inmate Medical Services") to be delivered to detainees housed by the Sheriff;

WHEREAS, the County on behalf of its Department seeks to extend the Agreement to have Armor continue to provide the Inmate Medical Services as more fully described in the Agreement.

WHEREAS, the term of the Agreement was from June 1, 2011 through May 31, 2013, with an option to renew the term of the Agreement for up to two additional one (1) year periods under the same terms and conditions;

WHEREAS, in June 2013, the Parties entered into the First Amendment, which renewed the terms of the Agreement for an additional two (2) years, commencing June 1, 2013, so that the termination date of the Agreement as amended by the First Amendment was May 31, 2015.

WHEREAS, pursuant to the Agreement, subsection (c) of Section 6. Payment, the parties agreed to renegotiate the reimbursable amounts and payment terms therein for the renewal period;

WHEREAS, pursuant to the Agreement, Armor provides services to Sheriff's Department Personnel as specified in subsection (1) of paragraph 3. Services therein;

WHEREAS, the County and Armor desire to extend the term of the Agreement and the compensation due to Armor thereunder;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Term Renewal. The Agreement shall be renewed for an additional two (2) years, commencing June 1, 2015, so that the termination date of the Agreement, as amended by this Second Amendment, shall be May 31, 2017 (the "Renewal Term").

2. Payment. (a) Amount of Consideration. (1). The base compensation amount to be paid to Armor as full consideration for Armor's onsite services pursuant to the Agreement during the first year of the Renewal Term June 1, 2015 to May 31, 2016 shall be increased by 3.0% or CPI Medical Care expenditure category for the Northeast region, whichever is lower, over the most recent base compensation. For the second year of the Renewal Term, the amount of compensation due to Armor for onsite services shall be the previous contract year's base compensation amount adjusted by 3.0% or the CPI Medical Care expenditure category for the Northeast region, whichever is lower.

3. To the extent that this Second Amendment modifies anything in the Agreement or the First Amendment, the terms contained herein shall supersede and replace those terms.

4. In all other respects, the terms and conditions of the Agreement, as amended and extended, shall continue unchanged and in full force and effect.

REMAINDER OF PAGE INTENTIONALL LEFT BLANK

IN WITNESS WHEREOF, the Parties, by their authorized signatures below, have executed this Second Amendment and Extension to the Contract for Services.

County of Nassau

By: _____

Name: Charles Rehm

Title: Dep. County Exec.

Date: 6/19/15

Armor Correctional Health Services of New York, Inc.

By: _____

Name: KAREN DAVIES

Title: President

Date: 04/29/2015

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

On the 28 day of April in the year 2015 before me personally came Karen Davies to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Marion; 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

LISA CEBOLLERO
Notary Public - State of Florida
My Comm. Expires May 30, 2018
Commission # FF 090631

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

On the 19 day of June in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Cont[redacted] C000011000005-02

Department: Nassau County Sheriff's Dept.

E-149-13

Contract Details

SERVICE: Comprehensive Inmate Health Care Services

NIFS ID #: CLCC13000001 NIFS Entry Date: 6/28/13 Term: from 6/1/13 to 5/31/15

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☐	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☐
5) Insurance Required	Yes ☐	No ☐

Agency Information

Vendor	
Name: Armor Correctional Health Services of NY, Inc.	Vendor ID#: 611642662-01
Address: 4960 S.W. 72nd Ave. Suite 400 Miami, Fla. 33155	Contact Person: Karen Davies, V.P.
	Phone: 954-649-3043

County Department	
Department Contact: Linda Bednor	
Address: Nassau County Correctional Center 100 Carman Ave., East Meadow, NY 11554	
Phone: 516-572-3810	

Routing Slip

DATE RECEIVED	DEPARTMENT	Internal Verification	DATE APPROVED	SIGNATURE	Fiscal Approval Required
6/28	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☒	7/2/13		Yes ☐ No ☐
	Vertical DCE	NIFS Approval ☐			
	Department	Vendor Administration ☐ NIFS Appvl (Dept. Head) ☐			
	County Attorney	CA RE&I Verification ☐	07/03/2013		
	County Attorney	CA Approval as to form ☐	07/03/2013		Yes ☒ No ☐
	LEG Legislative Affairs	Fw'd Original K to CA ☐	7/8/13	Gregory A. May	
	LEG Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	07/16/2013		
	County Comptroller	NIFS Approval ☒	7/24/13	CC 7/25/13	

PR5254 (8/03)

Contract ID#: CQCC11000005[redacted]
CLCC13000001

Department: [redacted] County Sheriff's Dept.

	County Executive	Notarization Filed with Clerk of the [redacted]		[redacted]

Contract Summary

Description: Comprehensive Inmate Health Care Services 6/1/13 to 5/31/15

Purpose:
To renew the original agreement for an additional two years pursuant to Section 1. Term of the original agreement.

Method of Procurement:
N/A

Procurement History:
An RFP was published on 7/30/09. Contractor was found to be the most responsible/qualified bidder with the most reasonable costs.

Description of General Provisions:
Contractor will continue to provide comprehensive medical, mental health and ancillary services to inmates in the custody of the Nassau County Sheriff's Department.

Impact on Funding / Price Analysis:
Additional funds are required for the renewal period of two years, with a budget impact of $11,740,605.00 per year. $6,848,686.25 for first 7 months in 2013.

Change in Contract from Prior Procurement:
Contractor is providing additional staff to provide the services, and has added a service.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	524
Transaction:	CA

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	[redacted]
County	$6,848,686.25
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 6,848,686.25

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2	CCGEN1320 / DE524	$6,848,686.25
3		$
4		$
5		$
6		$
	TOTAL	$6,848,686.25

Document Prepared By: Linda Bednor/ Elizabeth Loconsolo Date: 6/28/13

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date

7/26/13 7/25/13

PRS254 (8/03)

RULES RESOLUTION NO. 209 – 2013

E-149-13

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY SHERIFF'S DEPARTMENT AND ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-15-13
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Armor Correctional Health Services of New York, Inc. for services in connection with providing medical, mental health, dental, and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Armor Correctional Health Services of New York, Inc.

RULES RESOLUTION NO. – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY SHERIFF'S DEPARTMENT AND ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Armor Correctional Health Services of New York, Inc. for services in connection with providing medical, mental health, dental, and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Armor Correctional Health Services of New York, Inc.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Armor Correctional Health Services of New York, Inc.

CONTRACTOR ADDRESS: 4960 S.W. 72nd Ave., Suite 400 Miami, Fla. 33155

FEDERAL TAX ID #: 61-1642662

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

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

II. ☑ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on 7/30/09 [date]. Potential proposers were made aware of the availability of the RFP by newspaper ad and* [newspaper advertisement, posting on website, mailing, etc.] unknown [#] of potential proposers requested copies of the RFP. Proposals were due on 10/13/09 [date]. 7 [#] proposals were received and 6 evaluated. ** The evaluation committee consisted of: Representatives of County OMB, County DOH, County OMH, the Sheriff's Department and the County Attorney's Office [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.
*published on the Nassau County Purchasing Website.

**one proposer was disqualified.

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

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

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

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Michael J. Spodobly

Department Head Signature

June 26, 2013

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of _____, 2013 (together with the Original Agreement and any and all attachments thereto; and any and all appendices and attachments hereto, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Sheriff's Department, having its principal office at 100 Carman Avenue, East Meadow, New York 11554 (the "Department"), and (ii) Armor Correctional Health Services of New York, Inc., a Florida corporation having its principal corporate offices at 4960 S.W. 72nd Avenue, Suite 400, Miami, Florida 33155 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQCC11000005** between the County and the Contractor, executed on behalf of the County on May 5, 2011 the "Original Agreement"), the Contractor performs certain services for the County as the provider of medical, mental health, dental and ancillary services to inmates in the custody of the Department and/or incarcerated at the Nassau County Correctional Center ("Inmate Medical Services");

WHEREAS, the County on behalf of its Department seeks to extend the Original Agreement to have the Contractor continue to provide the Inmate Medical Services as more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement is from June 1, 2011 through May 31, 2013, with an option to renew the term of the Original Agreement for up to two additional one (1) year periods under the same terms and conditions (the "Original Term");

WHEREAS, pursuant to the Original Agreement, subsection (c) of section 6. Payment, the parties agreed to renegotiate the reimbursable amounts and payment terms therein for the renewal period;

WHEREAS, pursuant to the Original Agreement, Contractor provides services to Sheriff's Department Personnel as specified in subsection (l) of paragraph 3. Services therein;

WHEREAS, pursuant to the Original Agreement, Contractor provided and agreed to a Staffing Matrix, Attachment G thereto, but after commencement of the Contract increased the Staffing at no cost to the County;

WHEREAS, the County and the Contractor desire to extend the Original Term, modify section 6 (c). Payment of the Original Agreement and revise the Staffing Matrix to reflect the increased staffing, and subsection (l) of paragraph 3. Services to add an additional service;

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

1. Term Renewal. The Original Agreement shall be renewed for an additional two (2) years, commencing June 1, 2013, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be May 31, 2015.

2. Payment. (a) Amount of Consideration. (1). The base compensation amount to be paid to the Contractor as full consideration for the Contractor's services under this Amended Agreement for the first twelve (12) months shall be Eleven Million Seven Hundred Forty Thousand Six Hundred and Five Dollars **($11,740,605.00)**; or Ten Million Seven Hundred Forty Thousand Six Hundred and Five Dollars **($10,740,605.00)** should County wish to have Armor process all offsite claims and the County pay them directly.

(2) In addition to the base compensation, the County shall pay Three and Sixty-four/one hundredth Dollars ($3.64) per diem for each inmate, who is in custody of the Department for more than four hours, in excess of 1650 average daily population.

(3) Offsite Services: Cost-sharing. The County and the Contractor shall share the cost of Offsite Services that exceed One Million Dollars **($1,000,000.00)**. The shared costs shall be calculated using the two-step process as set forth in subsection (i), (ii) and (iii) (a)(3) of paragraph 6. of the Original Agreement, except to the extent that the County shall be responsible to pay the first One Million Dollars **($1,000,000.00)** in offsite services costs as set forth herein in this Amendment.

(b) Amount of Consideration: Second Year. For the second year of the Amended Agreement, the base compensation amount for onsite services **($10,740,605.00)** shall be adjusted by 2.5% or the CPI Medical Care expenditure category for the Northeast region, whichever is lower; unless the average daily number of inmates (ADP) in the custody of the Nassau County Sheriff's Department increases to 1600 or more, in which case the base compensation amount for onsite services shall be adjusted by 3% or the CPI Medical Care expenditure category for the Northeast region, whichever is lower.

3. Services. (l) Provision of Services to Sheriff's Department Personnel. In addition to the services provided for in subdivisions (1) and (2) of subsection (l) of the Original Agreement, Contractor agrees to provide any and all other vaccines to Sheriff's Department personnel, as requested by the County. County shall provide supplies and vaccines to Contractor, and Contractor shall maintain adequate records concerning any such request for and administering of additional vaccines.

4. Staffing. Contractor shall provide staffing as reflected in Attachment AA, attached hereto, to the Amended Agreement to provide the Services required in the Original Agreement and as amended in the Amended Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the Extension Term of the Amended Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

By: _____

Name: Ken Palombo

Title: COO

Date: 6/10/2013

COUNTY OF NASSAU

By: _____

Name: Richard R. Walker
Chief Deputy County Executive

Title: Chief Deputy County Executive

Date: 8/1/13

PLEASE EXECUTE IN BLUE INK

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

On the 10 day of June in the year ~~2011~~ 2013 before me personally came Richard R Walker 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 CEO of Harbor CHSNY, 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

L. SARKISIAN
NY COMMISSION # 02 6270910
EXPIRES: January 11, 2014
Bonded Thru Notary Public Underwriters

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

On the 1 day of August in the year ~~2011~~ 2013 before me personally came Richard R Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Chief 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.

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2012

Electronic Articles of Incorporation
For

P11000022212
FILED
March 03, 2011
Sec. Of State
jshivers

ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

Article II

The principal place of business address:

4960 SW 72ND AVE
SUITE 400
MIAMI, FL. US 33155

The mailing address of the corporation is:

4960 SW 72ND AVE
SUITE 400
MIAMI, FL. US 33155

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

KENNETH PALOMBO
4960 SW 72ND AVE
SUITE 400
MIAMI, FL. 33155

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: KENNETH PALOMBO

P11000022212
FILED
March 03, 2011
Sec. Of State
jshivers

Article VI

The name and address of the incorporator is:

JOSE ARMAS
4960 SW 72ND AVE
SUITE 400
MIAMI FL 33155

Electronic Signature of Incorporator: JOSE ARMAS, M D

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
JOSE ARMAS
4960 SW 72ND AVE, SUITE 400
MIAMI, FL. 33155

Title: S
MARTA SOLODKO
4960 SW 72ND AVE, SUITE 400
MIAMI, FL. 33155

Article VIII

The effective date for this corporation shall be:

03/03/2011

NUMBER

SHARES
100

ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

AUTHORIZED SHARES 100 COMMON

PAR VALUE $1.00 PER SHARE

This Certifies that Jose Armas is the registered holder of 100 Shares of the Common Stock of ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC. Fully Paid and Non-Assessable

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 3rd day of March A.D. 2011

PRESIDENT

SECRETARY

Contract ID#: C9CC11000005

Department: Nassau County Sheriff's Department

E-68-11

SERVICE Inmate Medical Care

Contract Details

NIFS ID #: C9CC11000005 NIFS Entry Date: 3/21/11 Term: from 5/14/2011 to 5/13/2013

New ☒ Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☐	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name: Armor Correctional Health Services, of New York, Inc.	Vendor ID# Federal Tax ID# 61-1642662
Address: 4960 S.W. 72 nd Ave. Suite 400 Miami, Fla. 33155	Contact Person: Karen Davies, V.P.
	Phone: 954-649-3043

County Department	
Department Contact: Elizabeth J. Loconsolo	
Address: NCCC 100 Carman Avenue East Meadow, NY 11554	
Phone: 516-572-3446	

Routing Slip

DATE	DEPARTMENT	Internal Verification		DATE	SIGNATURE	HCA Approval Required
	Department	NIFS Entry (Dept) / NIFS Appvl (Dept. Head)	☑ ☐	3/21/11		
3/22/11	OMB	NIFS Approval	☑	3/22/11		Yes ☒ No ☐
	Vertical DCE	NIFS Approval	☐			
	Department	Vendor Administration / NIFS Appvl (Dept. Head)	☐ ☐			
3/22/11	County Attorney	CA RE&I Verification	☑	3/22/11		
3/22/11	County Attorney	CA Approval as to form	☑	3/22/11		Yes ☒ No ☐
	LEG Legislative Affairs	Fw'd Original K to CA	☐	3/22/11	Gregory A. May	
	LEG Rules ☐ / Leg. ☐		☐	4/25/11		
	County Attorney	NIFS Approval	☐	4/19		
	County Comptroller	NIFS Approval	☐	4/20		

PR5254 (8/03)

Contract ID#: _____ Department: Nassau County Sheriff's Department

	County Executive	Notarization Filed with Clerk of the LEG N	3/24/11	

Contract Summary

Description: Medical, Mental Health, Dental & Ancillary Services to inmates in the custody of the NC Sheriff's Dept.

Purpose: Vendor to provide the above-referenced services to inmates in the custody of NC Sheriff's Department and/or incarcerated at NCCC.

Method of Procurement: Request for Proposals (#SH0723-0924) published on July 30, 2009.

Procurement History: RFP was published on 7/30/09; proposals were due and received on 10/13/09; letter of award to selected vendor, Armor, was sent out January 4, 2011.

Description of General Provisions: The vendor will be responsible for providing medical, mental health, dental and ancillary services to inmates incarcerated at NCCC; for operating an onsite infirmary and onsite specialty clinics; for making appropriate referrals for hospital admissions, ER and offsite services not available at NCCC.

Impact on Funding / Price Analysis: The funding for the first year is $11,280,005.00; the 2nd year funding may be increas by the Consumer Price Index or 4%, whichever is lower.

Change in Contract from Prior Procurement: No prior procurement history for these services.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	524
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	
County	$11,280,005
Federal	$
State	$
Capital	$
Other	$
TOTAL	$11,280,005

LINE	INDEX/OBJECT CODE	AMOUN
1	CCGEN1320/DE524	$11,280
2		$
3		$
4		$
5		$
		$ (DATE)
	TOTAL	$11,280

APPROVED: 3/22/11
INSURANCE SECTION

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Edith J. Loconsolo Date: 3/22/11

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	
Name	Name	Name
5/5/11	4/20/11	Date 3/22/11

FR5254 (8/03)

E-68-11

RULES RESOLUTION NO. 99 2011

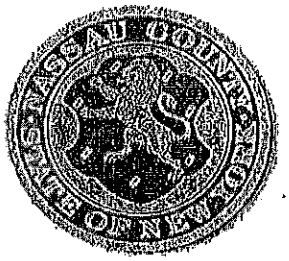
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY SHERIFF'S DEPARTMENT AND ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4/18/11
VOTING:
ayes 4 **nayes** 2 **abstained** ____ **recused** ____
Legislators present: 6

WHEREAS, the County has negotiated a personal services agreement with Armor Correctional Health Services of New York, Inc. for services in connection with providing medical, mental health, dental and ancillary services to inmates incarcerated at the Nassau County Correctional Center; a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Armor Correctional Health Services of New York, Inc.

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Armor Correctional Health Services of New York, Inc.

CONTRACTOR ADDRESS: 4960 S.W. 72nd Ave., Suite 400 Miami, Fla. 33155

FEDERAL TAX ID #: 61-1642662

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

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

II. ☑ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on 7/30/09 [date]. Potential proposers were made aware of the availability of the RFP by newspaper ad and* [newspaper advertisement, posting on website, mailing, etc.]. unknown [#] of potential proposers requested copies of the RFP. Proposals were due on 10/13/09 [date]. 7 [#] proposals were received and 6 evaluated.** The evaluation committee consisted of: Representatives of County OMB, County DOH, County OMH, the Sheriff's Department and the County Attorney's Office [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

*published on the Nassau County Purchasing Website.

**one proposer was disqualified.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Elizabeth J. Licordolo for Dr. [illegible]

Department Head Signature

March 22, 2011

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____ ____, 20_11__ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (I) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Sheriff's Department , having its principal office at 100 Carman Avenue, East Meadow, New York 11554, (the "Department"), and (II) Armor Correctional Health Services of New York, Inc., a Florida corporation, having its principal office at 4960 S.W. 72nd Ave, Suite 400, Miami, FL 33155 (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall commence on May 14, 2011, and terminate on May 13, 2013, unless sooner terminated in accordance with the provisions of this Agreement; [provided, however, the County may renew this Agreement under the same terms and conditions, subject to the provisions of section 6. Payment below, for two additional one (1) year periods.]

2. Definitions.

(a) "County" as used herein is the County of Nassau, New York State

(b) "Department" as used herein is the Nassau County Sheriff's Department

(c) "NCCC" as used herein is the Nassau County Correctional Center
(d) "Sheriff" as used herein is the Nassau County Sheriff or his designated representative
(e) "Contractor" as used herein is Armor Correctional Health Services of New York, Inc.

(f) "DCE" as used herein is the Chief Deputy County Executive or Deputy County Executive as designated by the Nassau County Executive.

(g) "Subcontractor" as used herein is any facility, agency, organization or consultant that the Contractor utilizes to provide services or equipment pursuant to this Agreement, and which has been approved by the Department.

(h) "Agreement" as used herein" is this document and any and all attachments hereto, and any and all matters incorporated herein by reference.
(i) "Health Care Prescribing Provider" (HCPP) as used herein is any licensed medical or mental health practitioners that are licensed to prescribe medication, employed or subcontracted by Contractor, and includes, but is not limited to, the following titles: medical doctor, physician assistant, nurse practitioner, psychiatrist and dentist.

(j) "Health Care Professional" (HCP) as used herein is any medical professional, not licensed to prescribe medication, employed or subcontracted by Contractor and includes but is not limited to the following titles: registered nurses, MSWs, licensed practical nurses, dental assistants, x-ray technicians and dieticians.

(k) "Health Contract Administrator" as used herein is the County employee designated to oversee administration of and monitor compliance with this Agreement on behalf of the County and Department.

(l) "Inmate" as used herein is any person in the custody of the Sheriff and/or admitted to and incarcerated at NCCC.

(m) "NCCHC" as used herein is the National Commission on Correctional Health Care

(n) "Accreditation" as used herein is certification of NCCC by NCCHC as having met their published standards on jail-based health services

(o) "SCOC" as used herein is the New York State Commission of Correction, a NYS agency responsible for oversight of all state and local jails, prisons and police lock-ups.

(p) "Minimum standards" as used herein are the standards promulgated by the SCOC for the management of county jails, and the care, custody and control of inmates remanded thereto.

(q) "DOJ Settlement" as used herein is the agreement executed between the County of Nassau and the U.S. Department of Justice on April 22, 2002, setting forth certain requirements for comprehensive inmate health and mental health services for persons incarcerated at NCCC.

(r) Health Services Administrator (HSA): Contractor's site manager having overall responsibilities of the day to day operations and management of Contractor's services and responsibilities pursuant to this Agreement.
(s) "Offsite Services" as used herein are medical, mental health and ancillary services provided to inmates in the custody of the Department at a location other than NCCC. Such services shall include outpatient and inpatient care. For

purposes of section 6. Payment, subsections (a) (3) and (b) (2), offsite services shall not include an inpatient admission of an inmate that occurs while the inmate is in police custody only, and remains in such inpatient status upon transfer of custody to the Department, or emergency room treatment of an inmate that occurs while the inmate is in police custody only.

(t) "Outpatient Services" as used herein are medical, mental health and ancillary services provided to inmates in the custody of the Department at a location other than NCCC, including hospital emergency room care and specialty clinic care, other than clinics located at NCCC.

(u) "Inpatient Services" as used herein are medical, mental health and ancillary services provided to inmates in the custody of the Department upon admission to a hospital bed.

3. Services. The services to be provided by the Contractor under this Agreement shall consist of:

(a) Inmate Medical Services as set forth in RFP# SH0723-0924, attached hereto as Attachment A, and clarified in Contractors proposal dated October 13, 2009, attached hereto as Attachment B (each of which is incorporated herein by reference) and as set forth herein ("Services");

(b) onsite specialty services and clinics as patient needs justify, including but not limited to: Orthopedics, Physical Therapy, Optometry (which will include, as necessary, diabetic screening), Chronic Care, Infectious Disease, OB/Gyn, Dental, and Dialysis. Contractor and County agree to review statistics regarding off-site specialty clinic visits to determine which, if any, additional clinics can and will be provided onsite at NCCC;

(c) Infirmary/sub-acute care on site at NCCC, pursuant to Attachment C hereto and incorporated herein by reference. Contractor shall develop a list of needed equipment, and the cost of each individual piece of equipment, for the NCCC infirmary and provide it to the Department. Upon approval by the Department, Contractor shall purchase the listed equipment, unless the County elects to provide any equipment on the list. Once purchased, Contractor shall submit documentation of purchase and the County shall promptly reimburse Armor. All equipment purchased by Contractor and reimbursed by the County shall become County property. Upon request of the Department, Contractor shall provide proof of delivery to NCCC of all equipment herein.

(d) All services as set forth in the Performance Indicators and Measurements, Attachment D attached hereto and incorporated herein by reference; however, there shall be a six (6) month grace period from commencement of services pursuant to this Agreement before withholds/penalties/liquidated damages may be applied;

(e) Contractor shall perform a medical and mental health intake screening on all inmates within four [4] hours of admission to NCCC. A full health assessment shall be performed within seven [7] days of admission to NCCC. Intake shall be available 24 hours / 7 days per week.

(f) Contractor shall perform sick call a minimum of [5] five days per week, A licensed physician shall be on call 24 hours per day, seven days per week for immediate access by non-physician providers. Registered Nurses shall be guided by physician-approved nursing protocols.

(g) Contractor shall have emergency services available 24 / 7, which services shall minimally include a registered nurse on site on the response team, with a licensed physician on call 24 hours per day.

(h) All patients with known or suspected chronic conditions will be seen by an HCPP for examination within seven [7] days of admission to NCCC or discovery of such condition. Contractor shall develop and maintain a chronic care disease management program consistent with nationally accepted disease guidelines and shall include a current chronic disease registry of inmates. Chronic care clinics will minimally include asthma, cardiac, diabetes, neurology, hypertension and infectious disease.

(i) Radiology services: Armor shall provide radiology services on site whenever possible. Abnormal results of significance shall be reported to the HCPP within 3 hours of the finding, and the action taken shall be documented in the medical record. All other results shall be reported, addressed and documented in the medical record within five (5) days.

(j) Laboratory services: Armor shall provide laboratory services on site whenever possible. Critical results shall be reported to the HCPP within 3 hours of the finding, and the action taken shall be documented in the medical record. All other results shall be reported, addressed and documented in the medical record within five (5) days. Contractor will provide copies of all laboratory reports to the County Department of Health as required pursuant to New York State and Local Laws.

(k) 1. Mental health services shall be provided in accordance with all applicable laws and regulations including but not limited to the standards

promulgated by the New York State Commission of Correction, incorporated herein by reference, and the provisions of the DOJ Settlement (incorporated herein by reference and attached hereto as Attachment E). Patients who have routine referrals for mental health services shall be evaluated within 72 hours of referral. Emergency referrals shall be processed immediately and evaluated by the first available qualified staff.

2. Mental health staff shall conduct segregation rounds, three times weekly, in each housing area in which inmates are in administrative segregation.

3. Patients placed in mental health housing shall be seen by a clinician a minimum of once per week, and a minimum of once every two weeks by a psychiatrist. All instances of self injury shall be documented and the inmate shall be immediately assessed by the by the health care practitioner.

(l) Provision of Services to Sheriff's Department Personnel.

(1) First Aid. Contractor shall provide on-site first aid services to correctional personnel working at NCCC and to civilian personnel on-site, when doing so does not jeopardize the provision of inmate healthcare. In the event of an emergency, the services to be rendered by the HCPP or HCP will consist first of triage-type evaluation, then, if the patient's condition warrants, stabilization pending transfer to acute care.

(2) Medical Screening Services for Sheriff's Department Correctional Personnel. NHCC shall, on a yearly basis, offer a tuberculosis screening test (PPD) and Hepatitis B vaccination for all Sheriff's Department correctional personnel. County shall provide all supplies and vaccine. Contractor shall maintain a tracking and follow up system for all officers in the employ of the Sheriff's Department. Contractor shall participate in the administration of the Department's program to provide such medical screening and vaccinations pursuant to the protocoldeveloped jointly by the parties hereto.

(m) Provision of Emergency Services to Visitors at NCCC. In accordance with policies and procedures to be established by Contractor, and approved by the Department, for responding to emergency healthcare situations at NCCC, in the event of an emergency, Contractor shall provide triage-type

evaluation on-site of visitors at NCCC and, if the patient's condition warrants, stabilization pending transfer to acute care.(n) Inpatient and emergency care referrals, consistent with the established standards of care as set forth in Attachment F, annexed hereto.

(o) Pharmacy services. Contractor shall provide pharmacy services, which services shall minimally include the provision of all formulary medications, a drug utilization program and a drug formulary, which shall be subject to review and approval by the Pharmacy and Therapeutics Committee and the Sheriff's Department. Armor shall maintain a written plan for the procurement of non-formulary medications, and shall be responsible for the provision of same.

Armor shall use best efforts to obtain and maintain a Keep on Person [inmate self medication program] medication waiver from the New York State Commission of Correction within six [6] months of the date of this Agreement.

(p) Discharge Planning: Armor shall be responsible for the discharge planning of inmates who require medical or mental health services post-discharge. Such planning shall minimally include the provision of discharge medication or prescriptions pursuant to the DOJ Settlement (Attachment E hereto), referrals for health care follow up and to the extent possible, integration into the community. Contractor shall, in advance, prepare appropriate prescriptions to be provided to inmates upon discharge in the event there is insufficient notice to provide the actual discharge medication.

(q) Substance abuse treatment: (1) Contractor shall assess all inmates at intake for drug and/or alcohol dependency and symptoms of withdrawal. All inmates w/disease or symptoms shall be referred to mental health for assessment and follow-up. (2) Contractor shall assess all inmates upon completion of drug and/or alcohol dependency withdrawal and refer patient to mental health for assessment for self harm potential.

(r) Contractor shall maintain accreditation by NCCHC of NCCC's Opioid Treatment Program (OTP) and SAMHSA certification for the Department's OTP, and shall administer the program in accordance with existing policies approved by the Department.

(s) Dental care: Armor shall provide all inmates with dental screening within [7] seven days of admission to NCCC. Services shall not include elective procedures, and shall include services for the purpose of relieving pain and/or ensuring the inmates ability to maintain proper

nutrition.

(t) Contractor shall create and implement policies and procedures, that are reviewed and approved by the Department, for all services provided pursuant to this Agreement.

(u) NCCHC Accreditation. Contractor shall provide services, consistent with this Agreement, in a manner designed to achieve NCCHC accreditation, and shall be prepared to and shall apply for such accreditation within twelve (12) months of the commencement of the provision of services pursuant to this Agreement.

(v) Hemophilia. Contractor shall be responsible to provide all necessary medical, mental health and ancillary services to inmates diagnosed with hemophilia. County shall be responsible for the costs for blood products and medicines necessary to treat hemophiliacs solely for the condition of hemophilia, or required to be utilized due to the inmate's condition of hemophilia.

In the event of a perceived or actual conflict between any of the provisions concerning services to be provided, the terms of the following related documents shall be controlling in the following order: the Agreement and Attachments C, D, E, F and G hereto; RFP #SH0723-0924; and Contractor's proposal (Attachment B hereto).

4. Reporting Requirements. Within the first ten (10) calendar days of each month, Contractor shall provide Health Contract Administrator with reports reflecting the following information:

(a) Inpatient:

- DRG discharge diagnoses (in the month following Contractor's receipt of the inpatient bill)
- # admissions and discharges
- Medical and psych inpatient costs
- ALOS medical and psych [# patients, # days]
- # outpost, # outpost days
- Prison ward utilization stats: medical and mental health
- Prison ward utilization review reports

(b) Outpatient:

- # on site and off site referrals by service
- ED run log including # referrals vs. inpatient admits, date, time, diagnosis, and referring practitioner

(c) Intake:

- # new admits screened at intake; % seen within 4 hours

- % receiving full health assessment within 7 days
- Length of stay on new admit housing

(d) On-site:

- Infirmary: Admissions by Diagnosis
  Bed utilization statistics
  % patients transferred to acute care
- Revisions to initial staffing plan; vacancy rate
- Overtime hours by title / Department
- Staffing reports with justification when required by County
- Grievances: founded, unfounded, category and disposition
- Medical sick call stats, including # requests, # seen by RN, # seen by practitioner, total requests and % seen within 72 hours of request
- Mental health sick call stats, including # sick call requests, % seen within 72 hrs, # scheduled encounters
- # constant supervision patients and days
- self injury and suicide stats
- TB, PPD, STD and HIV statistics
- Vaccine report [Twinrix, Pneumo]
- # chronic care clinic referrals by service, % patients seen in chronic care within 7 days of admission

(e) The parties acknowledge and agree that all information and data relative to patient care, quality of care, utilization review, quality improvement and expenses shall be made available to the County and the Health Contract Administrator for review. The Health Contract Administrator shall be responsible for contract compliance through review of all medical billing, written minutes, inmate inpatient and on-site medical records, all available statistical data including but not limited to the monthly health services reports and any additional information as warranted.

5. Quality Improvement Program.

(a). Contractor will implement a functional, interdisciplinary quality improvement program for medical and mental health care, which shall include development of a written quality improvement plan that includes annual self evaluation, the provision of evaluations and recommendations regarding clinical guidelines, reviews and, where appropriate, revision of performance indicators in Attachment D, internal peer review and the establishment of a Quality Improvement Committee [QIC].

(b) The QIC shall be responsible for implementation of the quality improvement plan and shall serve as the conduit for all quality improvement

activities. The QIC shall be chaired by a physician and shall include a multi-disciplinary review necessary to properly review the status of health care provided to inmates at NCCC. The QIC chair may appoint sub-committees for focus work. The QIC shall meet ten [10] out of twelve [12] months each year, and shall record or take minutes of its meetings and maintain records of documents or files reviewed. The NCCC Quality Improvement coordinator shall report monthly, in person, to the Sheriff and to the Health Contract Administrator. The program will include an annual work description; a work plan; and a program evaluation. The QIC will develop written protocols for regularly providing workshops regarding the provision of medical and mental health care to clinical and administrative staff. Sub-committee and sub-committee reports shall minimally include:

- Mortality and morbidity conference
- Infection control committee
- Any inmate-related root cause analyses, untoward peer review outcomes and inmate incident reports and investigations.

(c) The QIP shall be developed and implemented consistent with the provisions of the DOJ Settlement (Attachment B).

(d) There shall be a utilization review committee responsible for [a] credentialing and review, [b] utilization review, [c] compliance, and [d] patient satisfaction. These programs/ shall submit reports on a monthly and/or quarterly basis to the Health Contract Administrator.

6. Payment. (a) Amount of Consideration. (1). The base compensation amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement for the first twelve (12) months shall be Eleven Million Two Hundred Eighty Thousand and Five Dollars ($11,280,005.00); or Ten Million Five Hundred Thirty Thousand and Five Dollars ($10,530,005.00) should County wish to have Armor process all offsite claims and the County pay them directly.

(2) In addition to the base compensation, the County shall pay Three and Sixty-four/one hundredth Dollars ($3.64) per diem for each inmate, who is in custody of the Department for more than four hours, in excess of 1650 average daily population.

(3) Offsite Services: Cost-sharing. The County and the Contractor shall share the cost of Offsite Services that exceed Seven Hundred Fifty Thousand Dollars ($750,000.00). The shared costs shall be calculated using a two-step process:

During the first year of this Agreement:

(i) On any bill for Offsite Services that does not exceed Fifty Thousand

Dollars ($50,000.00) per inmate, the Contractor shall pay sixty percent (60%) and the County shall pay forty percent (40%).

(ii) On any costs that exceeds Fifty Thousand Dollars ($50,000.00) per inmate,
The Contractor shall pay the first Fifty Thousand Dollars ($50,000.00), and the County shall pay the remaining portion of the costs.

(iii) Shared savings if offsite costs are less than $750,000.for

[Example for Cost-sharing Provisions: Offsite Services for the year are $2,000,000. County already paid Contractor $750,000, which brings the remaining costs to $1,250,000. Four inmate's inpatient costs are $75,000 each, which totals $300,000. That amount is deducted from the $1,250,000, which brings the overage to $950,000. Contractor will absorb $570,000; the County will be responsible for $380,000. With respect to the $300,000, Contractor will absorb $200,000; the County will be responsible for $100,000.]

(b) Amount of Consideration: Second Year. (1) For the second year of this Agreement, the base compensation amount and per diem shall be adjusted by the annual CPI (Consumer Price Index), Medical care Expenditure category for the Northeast Region or four percent (4%), whichever is lower.

(2) County and Contractor shall renegotiate the cost-sharing formula for Offsite Services, but in no event shall Contractor's cost-sharing responsibility be less than Fifty-Thousand Dollars ($50,000.00) as described in (a) (3) (ii) above, or less than 60% as described in (a) (3) (i):

(c) Amount of Consideration: Renewal Periods. Should the County exercise its option to renew this Agreement, the parties shall renegotiate the base compensation, per diem rate and average daily population cap, and cost-sharing payment terms based upon the increase or decrease in actual costs incurred during the previous year, and the CPI. Such negotiations shall occur at least sixty days prior to the end of the current contract year.

(d) Payments shall be made as follows: Contractor shall submit a County Claim Voucher for payment for two (2) months of services upon commencement of services pursuant to this Agreement, and the County shall pay said Voucher within sixty (60) days from receipt. At the start of each subsequent month, Contractor will submit a County Claim Voucher for payment, and the County shall pay said Voucher within sixty (60) days from receipt. Payment adjustments for assessments against Contractor as reflected in the Performance Indicators and Measurements, Attachment D hereto, per diems etc, shall be included in the subsequent month's claim voucher.

(e) Should there be any change in Law, or any change in applicable standards, that has a substantive impact on the delivery of Services pursuant to this Agreement, or

a change in the scope or delivery of services requested of the County, that results in increased or decreased costs to the Contractor, the parties hereto agree to discuss and make any necessary adjustments.

(f) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(g) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. Notwithstanding the foregoing, Contractor must submit claims for any offsite services provided at the Nassau University Medical Center (NUMC) within two (2) months of receipt of the NUMC invoice. With respect to claims based on subcontractors' services, Contractor must submit said claims within two (2) months of receipt of said invoices, but in no event more than six (6) months from the date the service was provided.

(h) 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.

(i) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments 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.

7. 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 contractor 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 or Person with the authority to commit the County to 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).

8. 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.

9. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to HIPAA, those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. Infurtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, 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 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 as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. 1. Contractor understands that inmate records belong to the County. Contractor shall manage inmate medical files while serving as the inmate health care provider. In so managing this information, Contractor shall protect all patient health information as required by applicable local, state and federal law. Nothing herein shall be construed as prohibiting disclosure of inmate records created and/or maintained by Contractor pursuant to this Agreement to the County and Department.

2. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of Services pursuant to this contract that pertains to construction, devices, procedures and policies utilized and/or implemented by the Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department; and any other information otherwise protected from disclosure pursuant to local, state and/or federal law.

10. 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 endanger 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 Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Contractor shall conduct background investigations on potential employees, including fingerprinting, at Contractor's own expense. Contractor agrees not to employ any person, in connection with this Agreement, who: has a felony conviction; a misdemeanor conviction, ten years old or less, involving violence, dishonesty, marijuana or controlled substances; is on parole; has pending criminal charges; or is on probation for a felony conviction or a misdemeanor as described herein.

A failure to promptly conduct such background checks, through no fault of Contractor, shall be factored into Contractor's staffing requirement pursuant to Attachment D.

11. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department 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 a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceedingor 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 or willful misconduct of the of the indemnified parties.

Contractor shall have control of the defense and settlement of such claim or related action, provided that Contractor shall not settle such claim or related action in a manner which imposes any obligation on County without the prior written consent of County (which consent shall not be unreasonably withheld). County shall be entitled to engage counsel at its sole expense to consult with Contractor and Contractor's legal representatives with respect to the defense of the claim and related action.

(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 Agents to, cooperate with the County and the Department 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 Agent in connection with this Agreement.

(d) County shall make all records relating to this Agreement available to Contractor for purposes of investigation and defending any claim arising out of or relating to services provided under this Agreement, and Contractor shall make all records relating to this Agreement available to County for purposes of investigation and assisting in the defense of any claim arising out of or relating to services provided under this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

12. 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 certificates of insurance 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 claim and Five million

dollars ($5,000,000) 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 Five million dollars ($5,000,000) 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, and (iv) 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, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified above. The insurer shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated "A" or better, with AM Best Company. 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 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 ($1,000,000.00) per claim and Three Million dollars ($3,000,000.00) aggregate coverage. Contractor shall provide County with copies of such certificates of insurance for any and all subcontractors.

(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 Department. 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 Department of the same and deliver to the Department 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 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.

13. 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 or 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 party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

14. 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 (v) 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.

(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 Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty 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 or 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.

15. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations."

Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

16. 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 Department and the (ii) the 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 the 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; unless the action or special proceeding is based on intentional tortious acts, in which case it must occur within one (1) year from Contractor learning of such intentional act, but in no event later than two years from an occurrence pursuant to (i) herein.

17. Work Performance Liability. (a). The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

(b) Force Majeure. Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused, without limitation, by strikes, inmate disturbances, acts of public enemy, fire, flood, earthquakes, hurricanes, failure of transportation, explosion, war, embargo, government regulation, civil or military authority or acts of God.

18. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in

Nassau County in 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.

19. 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 nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Sheriff 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 Department) 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.

20. 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 provision 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 party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

21. 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.

22 Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

23. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars ($ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (I) all County approvals have been obtained, including, if required, approval by the County Legislature, and (II) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

ARMOR CORRECTIONAL HEALTH SERIVCES OF NEW YORK, INC.

By: _____
Name: Ken Palambo
Title: COO
Date: 3-17-2011

NASSAU COUNTY

By: _____
Name: _____
Title: ~~Deputy~~ County Executive
Date: 5-5-2011

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ Tennessee)
)ss.:
COUNTY OF ~~NASSAU~~ Williamson)

On the 17th day of March in the year 2011 before me personally came Lonnetta Palombo to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Williamson; that he ~~or she~~ is the COO of Armor Correctional Health, 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.

TENNY WENTZ
NOTARY PUBLIC
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

3-17-11
My commission expires August 18, 2012

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

On the 5 day of May in the year 20__ before me personally came Edward P. Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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

Brian R. Nevin
Notary Public - State of New York
Albany County
No. 01NE6188908
Exp. 06/16/2012

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 Department 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 therefor 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 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:

   _____Bruce A. Teal_____ (Name)

   _____4960 72nd S.W., Suite 400, Miami, FL 33155 (Address)

   _____305 662 8522_____ (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 Department 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 __X_ 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 __X__ 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.

3/18/11
Dated

Signature of Chief Executive Officer

___Bruce A. Teal_____
Name of Chief Executive Officer

Sworn to before me this
18th day of March, 2011.

Notary Public

AMY S. MCROY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

CLCC17000002

ACORD

ARMOR-1 OP ID: DK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/30/2016

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

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

PRODUCER
Qualitas Insurance Group
4960 SW 72 Avenue Suite 211
Miami, FL 33155
Nicholas Valverde

CONTACT NAME: Destiny Kaiser
PHONE (A/C, No, Ext): 786-542-9188 FAX (A/C, No): 786-801-1163
E-MAIL ADDRESS: dkaiser@q-ig.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ProAssurance Specialty	10179
INSURER B : Ironshore Speciality Ins Co	25445
INSURER C : Landmark American	33138
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Armor Correctional Health Services, Inc.
4960 SW 72nd Ave, Suite 400
Miami, FL 33155

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	X CLAIMS-MADE ☐ OCCUR	X		ES1855	12/01/2016	12/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
A	X Professional Liability			ES1855	12/01/2016	12/01/2017	MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 3,000,000
B	X EXCESS LIAB ☐ CLAIMS-MADE			005861789	12/01/2016	12/01/2017	AGGREGATE	$ 3,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory In NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Excess Liability	X		LHZ760787	12/01/2016	12/01/2017	Ea Claim	3,000,000
							Aggregate	3,000,000

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

Certificate holder is named as additional insured with respect to general and professional liability as required by written contract but only with respect to medical professional services performed by the named insured or an additional named insured at a scheduled location. Subject to policy terms, conditions, and exclusions. Contract Start Date: 6/1/11

CERTIFICATE HOLDER

Nassau County Correctional Facility
100 Carmen Ave
East Meadow, NY 11554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Contract ID# CQCC17000003

Department: Correctional Center

4-15-17

Contract Details

SERVICE: Chaplaincy

NIFS ID # :CQCC17000003 NIFS Entry Date: 12/30/16 Term: from 1/1/17 to 12/31/17

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☐	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
The New York Board of Rabbis	131809283	Narda Hall
Address 171 Madison Avenue Suite 1602 New York, NY 10016	Contact Person Joseph Potasnik Phone 212 983-3521 e-mail:	Address 100 Carmen Ave. East Meadow, NY 11554 Phone 516-572-3810

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	1/25/17		
1/28/17	OMB	NIFS Approval (Contractor Registered)	1/30/17		Yes ☐ No ☐ Not required if blanket resolution
2/2/17	County Attorney	CA RE & Insurance Verification	2/23/17		
2/2/17	County Attorney	CA Approval as to form	2/23/17		Yes ☒ No ☐
1/28/17	Legislative Affairs	Fw'd Original Contract to CA	2/28/17		
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
5/1/17	County Executive	Notarization Filed with Clerk of the Leg.	5/1/17		

PR5254 (1/06)

Contract ID# CQCC17000003

Department: Correctional Center

Contract Summary

Description: **Chaplaincy term 1/1/17-12/31/17**

Purpose: To provide religious services and counseling to the inmate population at the Nassau County Correctional Center.

Method of Procurement: From prior year.

Procurement History: new contract as in prior years.

Description of General Provisions: New York State Commission of Corrections mandates that all inmates have the right to hold any religious belief. Section 7024.3 requires that the facility will permit religious advisors to conduct congregated religious activities at least once per week. Inmates shall be permitted confidential consultation with their religious advisors as times not duly disruptive of facility routine.

Impact on Funding / Price Analysis: Funds required for the period 1/1/17-12/31/17 with a budget impact of $8400.00 / yr.
There is no other source of funding for this item.

Change in Contract from Prior Procurement:
NONE

Recommendation: **Approve as submitted**

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1310
Object:	510
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$8400.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$8400.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CCGEN1310/DE510	$8400.00
2		$
3		$
4		$
5	3/23/17	$
6		$
	TOTAL	$ 8400.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Maria Love **Date:** 12/30/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/1/17
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF CORRECTION AND THE NEW YORK BOARD OF RABBIS

WHEREAS, the County has negotiated a personal services agreement with The New York Board of Rabbis to designate and furnish duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained in, or who are incarcerated at the Nassau County Correction Center facility, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with The New York Board of Rabbis.

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: New York Board of Rabbis

2. Dollar amount requiring NIFA approval: $ $8,400.00

Amount to be encumbered: $ 8,400.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 1/1/17-12/31/17

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Ongoing contract

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

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

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

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

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

New York State Commission of Corrections mandates that all inmates have the right to hold any religious belief. Section 7024.3 requires that the facility will permit religious advisors to conduct congregated religious activities at least once per week. Inmates shall be permitted confidential consultation with their religious advisors as times not duly disruptive of facility routine.

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

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

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

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

CQCC16000009-02 New York Board of Rabbis $8,400.00 for 2016

AUTHORIZATION

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

Signature Title Date 2/1/17

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: **New York Board of Rabbis**

CONTRACTOR ADDRESS: **171 Madison Avenue, Suite 1602, NY, NY 10016**

FEDERAL TAX ID #: **131809283**

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☑ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

1/25/17

Date

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: New York Board of Rabbis

Dated: 12/27/2016

Signed:

Print Name: Joseph Potasnik

Title: Executive Vice President

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

none

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

none

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

none

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

none

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

none

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

none

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 12/27/2016

Signed:

Print Name: Joseph Potasnek

Title: Executive Vice President

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

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

The New York Board of Rabbis Inc. is a not-for-profit organization and *is not* governed by any principals or shareholders, but by officers, which are elected bi-annually

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Rabbi Ammiel Hirsch
   Date of birth 1 / 26 / 1959
   Home address 243 EAST 77th ST. PHA
   City/state/zip NEW YORK, NY 10075
   Business address STEPHEN WISE FREE SYNAGOGUE
   City/state/zip 30 WEST 68th ST. NEW YORK, NY 10023
   Telephone (212) 877-4050 x221
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___ TREASURER 2016 - 2018
   Chairman of Board ___/___/___ Shareholder ___/___/___ FINANCIAL SECRETARY 2014 - 2016
   Chief Exec. Officer ___/___/___ Secretary ___/___/___ CORRESPONDING SECRETARY 2012 - 2014
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ____ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

_____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occuring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 25th day of February 2017

_____
Notary Public

New York Board of Rabbis
Name of submitting business

Aromiel Hirsch
Print name

_____
Signature

Treasurer
Title

2/25/17
Date

JOSEPH POTASNIK
NOTARY PUBLIC STATE OF NEW YORK
KINGS COUNTY
LIC. # 02PO6258409
COMM. EXP. 3/28/20

The New York Board of Rabbis Inc. is a not-for-profit organization and *is not* governed by any principals or shareholders, but by officers, which are elected bi-annually

No 10% ownership
We are a not for Profit

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Joseph Potasnik - Exec V.P / No Financial infost
   Date of birth 12 / 5 / 46
   Home address 60 Pineapple Street
   City/state/zip Brooklyn, New York 11201
   Business address 171 Madison Ave
   City/state/zip New York, NY 10016
   Telephone (212) 983-3521
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer 6 / 1 / 2004 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

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10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

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I, JOSEPH POTASNIK, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of February 2017

Notary Public

SOBEIDA BATISTA
Notary Public, State of New York
No. 01BA6308961
Qualified in Bronx County
My Commission Expires 08/04/2018

N.Y. Board of Rabbis
Name of submitting business

JOSEPH POTASNIK
Print name

Signature

Exec. V.P.
Title

2/8/17
Date

The New York Board of Rabbis Inc. is a not-for-profit organization and *is not* governed by any principals or shareholders, but by officers, which are elected bi-annually

PRINCIPAL QUESTIONNAIRE FORM

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COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name LESTER BRONSTEIN
   Date of birth 01/06/1953
   Home address 22 HAZELTON DRIVE
   City/state/zip WHITE PLAINS NY 10605
   Business address BET AM SHALOM SYNAGOGUE
   City/state/zip 295 SOUNDVIEW AVE, WHITE PLAINS NY 10606
   Telephone 914-946-8851
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 05/01/2016 – PRESENT / /
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓
   If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, LESTER BRONSTEIN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of February 2017

Notary Public

New York Board of Rabbis

Name of submitting business

LESTER BRONSTEIN

Print name

Signature

RABBI

Title

02/10/2017

Date

JOSEPH POTASNIK
NOTARY PUBLIC, State of New York
No. 02PO6258409
Qualified in Kings County
Commission Expires 03/26/~~2018~~ 2020

The New York Board of Rabbis Inc. is a not-for-profit organization and *is not* governed by any principals or shareholders, but by officers, which are elected bi-annually

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Gideon Shlousb
   Date of birth 8/17/1971
   Home address 240 E. 27 st apt 4H
   City/state/zip New York, NY 10016
   Business address
   City/state/zip
   Telephone 212-545-1366 / 917-843-9579
   Other present address(es)
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 06/01/16 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ____ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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I, Gideon Shlaush, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 20__

Joseph Potasnik

Notary Public

JOSEPH POTASNIK
NOTARY PUBLIC, State of New York
No. 02PO6258409
Qualified in Kings County
Commission Expires 03/26/~~2016~~ 2020

New York Board of Rabbis

Name of submitting business

Gideon Shlaush

Print name

Signature

President

Title

____/____/____

Date

The New York Board of Rabbis Inc. is a not-for-profit organization and *is not* governed by any principals or shareholders, but by officers, which are elected bi-annually

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Elie Weinstock
   Date of birth 7/3/75
   Home address 401 East 89th Street #11K
   City/state/zip New York, NY 10128
   Business address 125 East 85th Street
   City/state/zip New York, NY 10028
   Telephone 212-774-5600
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   ✓ Vice President 6/1/2016 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

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I, Elie Weinstock, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9th day of Febcary 2017

Notary Public

New York Board of Rabbis
Name of submitting business

Elie Weinstock
Print name

Signature

VP
Title

2/9/17
Date

LEONARD S. SILVERMAN
NOTARY PUBLIC, State of New York
No. 02SI5044072
Qualified in New York County
Commission Expires May 22, 2019

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 12/27/2016

1) Proposer's Legal Name: The New York Board of Rabbis, Inc

2) Address of Place of Business: 171 Madison Ave, Ste 1602, New York, NY 10016

List all other business addresses used within last five years:
136 E. 39th St, 4th Fl, New York, NY 10016

3) Mailing Address (if different): _____

Phone: 212 983 3521

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: none

5) Federal I.D. Number: 13-1809283

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ✓ Corporation ____ Other (Describe) non-profit corporation

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ____ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ____ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

no conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Conflict of Interest policy attached.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

ATTACHED

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. since 1881 - 136 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company New York State Department of Corrections & Community Supervision

Contact Person Cheryl Morris (incoming Dr Alicia Smith-Roberts)

Address the Harriman State Campus-Building 2, 1220 Washington Ave

City/State Albany, NY 12226-2050

Telephone 518 402 1700

Fax # _____

E-Mail Address Cheryl.Morris@doccs.ny.gov

Company NYS Office of Persons with Developmental Disabilities

Contact Person Tom McNamara

Address 888 Fountain Ave

City/State Brooklyn, NY 11208

Telephone 718 642 6010

Fax # 718 642 6559

E-Mail Address thomas.mcnamara@opwdd.ny.gov

Company NYC Department of Correction

Contact Person Marcia DaCosta

Address Spring Compound 15 W. 5th St

City/State E. Elmhurst, NY 11370

Telephone 718 546 8326

Fax # 718 546 8323

E-Mail Address Marcia.DaCosta@doc.nyc.gov

CERTIFICATION

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I, Joseph Potasnik, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28th day of December 2016

SOBEIDA BATISTA
Notary Public, State of New York
No. 01BA6309981
Qualified in Bronx County
My Commission Expires 08/04/2018

Notary Public

Name of submitting business: The New York Board of Rabbis, Inc

By: Joseph Potasnik
Print name

Signature

Executive Vice President
Title

12 / 27 / 2016
Date

NYBR

THE NEW YORK BOARD OF RABBIS

February 28, 2017

i The New York Board of Rabbis, Inc. was founded in 1881 in New York City by a group of rabbis of different denominations.

iv The organization formally incorporated on July 10, 1914 (DOS ID#: 12736) in New York State as a domestic not-for-profit corporation.

The NYBR DUNS # is 18749622. The NYBR received it's 501c3 designation on January 10,1974 by the Internal Revenue Service.

v The organization is located at 171 Madison Avenue, Ste. 1602, New York, NY 10016. We have three (3) full-time employees and twelve (12) part-time employees. Our annual budget is $940,000.

ii/iii As a domestic not-for-profit corporation, there are no shareholders, members, general or limited partners in the corporation. We are governed by a volunteer board that is elected every two years and we employ three full-time staff members - an executive vice president as required by our by-laws and a program director and administrative assistant.

vii For 136 years, the New York Board of Rabbis, Inc has served the New York Jewish community with exemplary chaplaincy services. As a primary function of the organization, the NYBR provides chaplains who serve acute and long-term healthcare facilities, NYS Mental Health and Developmental Disabilities institutions as well as correctional institutions. The NYBR is the endorsing agency for NYS Department of Corrections and Community Services and NYC Department of Corrections. We also provide advocacy for Jewish individuals served by each organization and work in partnership with the agency's oversight staff.

171 Madison Avenue, Suite 1602, New York, NY 10016 • 212.983.3521 • F 212.983.3531 • nybr.org • info@nybr.org

Our NYBR Officers:

President:
Rabbi Gideon Shloush

Vice Presidets:
Rabbi Jeremy Weinstock
Rabbi Elliot Cosgrove
Rabbi Lester Bronstein

Treasurers:
Rabbi Ammiel Hirsch\
Rabbi Elie Abadie, M.D
Rabbi Jeremy Wiederhorn

Recording Secretaries:
Rabbi Deborah Bravo
Rabbi Howard Stecker

Financial Secretaries
Rabbi Susie Heneson Moskowitz
Rabbi Rachel Ain

Corresponding Secretaries:
Rabbi Moses Birnbaum
Rabbi Jason Herman

The three full time employees are:

Executive Vice President
Rabbi Joseph PotasniK

Program Director
Rabbi Diana Gerson

Administrative Assistant
Melanie Whitney

Rabbi Joseph Potasnik
Resume and Bio

Rabbi Potasnik is the Executive Vice President of The New York Board of Rabbis, the largest interdenominational rabbinic body in the world. Since 1972, he has been the spiritual and educational leader of Congregation Mount Sinai in Brooklyn Heights, New York and is presently Rabbi Emeritus. He has served as Chaplain of the New York City Fire Department since 1999. Rabbi Potasnik maintained a high profile, helping many families cope with the disaster of September 11th, 2001.

He is the co-host along with Deacon Kevin McCormack of the Diocese of Rockville Centre of "Religion on the Line," which airs every Sunday morning on WABC Talk Radio, 770AM from 7:30-9AM, the longest running radio show in the history of WABC. He is the religious commentator for WINS Radio 1010, succeeding the late Rabbi Marc Tannenbaum. He is the host of the TV program *Faith to Faith* on Jewish Broadcasting Service ("JBS"), which is seen around the country and invites people of all faiths to participate in meaningful conversation.

He was appointed by Mayor Rudolph Giuliani and reappointed by Mayor Michael Bloomberg to the New York City Campaign Finance Board. He also served as a member of the New York Human Rights Commission, and Chaplain of the New York Press Club. Rabbi Potasnik was awarded the Jan Karski Humanitarian Award 2014 by the Polish Consulate, named in honor of a Polish patriot, a Catholic, and hero of the Polish Resistance. He also received the Ellis Island Medal of Honor in 2014.

Rabbi Potasnik has published numerous articles in local Brooklyn newspapers, assorted Jewish newspapers and the New York Post. He also authored the Forward for "The Illustrated Jewish Bible for Children." He is completing a new book, "*Just Give Me a Minute*" which will contain many of his featured commentaries on 1010wins. In 2013, he was selected by the Forward Newspaper as one of the 50 most inspiring Rabbis.

Rabbi Potasnik received his Bachelor of Arts degree from Yeshiva College, and his Master of Science from the Bernard Revel Graduate School of Yeshiva University. In 1972, he was ordained from Rabbi Isaac Elchanan Theological Seminary of Yeshiva University. In addition, in 1986 he received his Juris Doctor degree from Brooklyn Law School. He is the proud father of 28-year-old Harrison Potasnik.

New York Board of Rabbis, Inc.

CONFLICT OF INTEREST POLICY

Article I: Purpose

This conflict of interest policy is designed to foster public confidence in the integrity of the New York Board of Rabbis (the "Organization") and to protect the Organization's interest when it is contemplating entering a transaction (defined below) that might benefit the private interest of a director, a corporate officer, the top management or top financial official, or a key employee (defined below).

Article II: Definitions

The following are considered *insiders* for the purposes of this policy:

1. Each member of the Board of Directors or other governing body.

2. The president, chief executive officer, chief operating officer, treasurer and chief financial officer, executive director, or any person with the responsibilities of any of these positions (whether or not the person is an officer of the Organization under the Organization's by-laws).

3. Any *key employee*, meaning an employee whose total annual compensation (including benefits) from the organization and its affiliates is more than $100,000 **and** who (a) has responsibilities or influence over the organization similar to that of officers, directors, or trustees; **or** (b) manages a program that represents 10% or more of the activities, assets, income, or expenses of the organization; **or** (c) has or shares authority to control 10% or more of the organization's capital expenditures, operating budget, or compensation for employees.

Interest means any commitment, investment, relationship, obligation, or involvement, financial or otherwise, direct or indirect, that may influence a person's judgment, including receipt of compensation from the Organization, a sale, loan, or exchange transaction with the Organization.

A *conflict of interest* is present when, in the judgment of the Board of Directors, an insider's stake in the transaction is such that it reduces the likelihood that an insider's influence can be exercised impartially in the best interests of the Organization.

Transaction means any transaction, agreement, or arrangement between an insider and the Organization, or between the Organization and any third party where an insider has an interest in the transaction or any party to it.

Article III: Procedures

1. Duty to Disclose

Each insider shall disclose to the Board all material facts regarding his or her interest in the transaction, promptly upon learning of the proposed transaction.

2. *Determining Whether a Conflict of Interest Exists*

With regard to an insider, the Board shall determine if a conflict of interest exists. The insider(s) and any other interested person(s) involved with the transaction shall not be present during the Board's discussion or determination of whether a conflict of interest exists, except as provided in Article IV below.

3. *Procedures for Addressing a Conflict of Interest*

The Board shall follow the procedures set forth in Article IV in order to decide what measures are needed to protect the Organization's interests in light of the nature and seriousness of the conflict, to decide whether to enter into the transaction and, if so, to ensure that the terms of the transaction are appropriate.

Article IV: Review by the Board

The Board may ask questions of and receive presentation(s) from the insider(s) and any other interested person(s), but shall deliberate and vote on the transaction in their absence. The Board shall ascertain that all material facts regarding the transaction and the insider's conflict of interest have been disclosed to the Board and shall compile appropriate data, such as comparability studies, to determine fair market value for the transaction.

After exercising due diligence, which may include investigating alternatives that present no conflict, the Board shall determine whether the transaction is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable to the Organization; the majority of disinterested members of the Board then in office may approve the transaction.

Article V: Records of Proceedings

The minutes of any meeting of the Board pursuant to this policy shall contain the name of each insider who disclosed or was otherwise determined to have an interest in a transaction; the nature of the interest and whether it was determined to constitute a conflict of interest; any alternative transactions considered; the members of the Board who were present during the deliberations on the transaction, those who voted on it, and to what extent interested persons were excluded from the deliberations; any comparability data or other information obtained and relied upon by the Board and how the information was obtained; and the result of the vote, including, if applicable, the terms of the transaction that was approved and the date it was approved.

Article VI: Annual Disclosure and Compliance Statements

Each director, each corporate officer, the top management official, the top financial official, and each key employee of the Organization, shall annually sign a statement on the form attached, that:

- affirms that the person has received a copy of this conflict of interest policy, has read and understood the policy, and has agreed to comply with the policy; and
- discloses the person's financial interests and family relationships that could give rise to conflicts of interest.

Article VII: Violations

If the Board has reasonable cause to believe that an insider of the Organization has failed to disclose actual or possible conflicts of interest, including those arising from a transaction with a related interested person, it shall inform such insider of the basis for this belief and afford the insider an opportunity to explain the alleged failure to disclose. If, after hearing the insider's response and making further investigation as warranted by the circumstances, the Board determines that the insider has failed to disclose an actual or possible conflict of interest, the Board shall take appropriate disciplinary and corrective action.

Article VIII: Annual Reviews

To ensure that the Organization operates in a manner consistent with its status as an organization exempt from federal income tax, the Board shall authorize and oversee an annual review of the administration of this conflict of interest policy. The review may be written or oral. The review shall consider the level of compliance with the policy, the continuing suitability of the policy, and whether the policy should be modified and improved.

COUNTY OF NASSAU

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

1. Name of the Entity: The New York Board of Rabbis, Inc

Address: 171 Madison Ave., Ste 1602

City, State and Zip Code: New York, N.Y. 10016

2. Entity's Vendor Identification Number: 131809283

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓ Closely Held Corp Non Profit Corp ____Other (specify)

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

Joseph Potasnik 60 Pineapple Street, Brooklyn N.Y. 11201

Lester Bronstein 22 Hazelton Drive, White Plains, NY 10605

Gideon Shlousch 210 E 29 Street Apt 4H New York, NY 10016

Ammiel Hirsch 243 East 77 Street, PHA New York, NY 10075

Elie Weinstock 401 East 89th Street #11K New York, NY 10128

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

None

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

none

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

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

none

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

there is no lobbying activity

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

none

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

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

Dated: 12/27/2016

Signed:

Print Name: Joseph Potasnik

Title: Executive Vice President

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

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2017, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at: One West Street; Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at: 100 Carman Avenue; East Meadow, New York 11554 (the "Department"), and (ii) The New York Board Of Rabbis, a not-for-profit corporation, having its principal office at: 136 East 39th Street, 4th Floor, New York, NY 10016 (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1) TERM. This Agreement shall commence on January 1, 2017, and terminate on December 31, 2017, subject to extension of two years or sooner termination as provided in this Agreement.

2) SERVICES. The services to be provided by the Contractor under this Agreement shall consist of designating and furnishing duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correction Center facility.

3) PAYMENT.

   a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Eight Thousand Four Hundred Dollars ($8,400.00), payable as follows: in equal monthly installments of $700.00, in arrears, upon submission by the Contractor of duly certified claim form, approved by the Department and filed in the Office of the Comptroller of Nassau County.

b) Vouchers; Voucher Review, Approval and Audit. I) Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County comptroller of his or her duly designated representative (the "Comptroller").

II) The Voucher shall include a listing of Contractor's staff that provided services during the preceding month, and the dates, hours and location(s) that such staff provided the services required herein.

c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

d) 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.

e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments 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.

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 contractor 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 or Person with the authority to commit the County to 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, and disclosure of information, 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." As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted or adopted.

b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

c) Protection of Client Information. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this contract concerning procedures and policies utilized and/or implemented by the Sheriff's Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department. Contractor further agrees to maintain the confidentiality of all information acquired in the course of performing services pursuant to the contract when such information is personal information concerning specific Department employee(s) or inmate(s) in the custody of the Department, and any such information considered confidential and/or otherwise protected from disclosure pursuant to local, state and/or federal law.

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 endanger 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 Contractor Agents to obtain and maintain, all approvals, licenses, and

certifications ("Approvals") necessary or appropriate in connection with this Agreement.

c) In connection with the termination or 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.

8) Indemnification; Defense; Cooperation.

a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department 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 a Contractor Agent, 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 Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution or any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a contractor Agent in connection with this Agreement.

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

9) Insurance.

a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one

million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation law, and (iv) 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 (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 Department. 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 Department of the same and deliver to the Department 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 coverage's. 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 coverage's 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 or 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 party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11) Termination.

a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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 Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty 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 give to the Commissioner.

12) Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provision of this Section shall survive the termination of this Agreement.

13) 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 presentation. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the 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 the 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.

14) Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in 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.

15) 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 nationally 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 a courier service, as applicable, and (d) (i) if to the Department, 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 Department) 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.

16) 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 provision 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.

17) 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.

18) Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

19) Administrative Service Charge. Inasmuch as the Contractor is a not-for-profit religious or charitable organization, the County waives imposition of the administrative charge.

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 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 state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

THE NEW YORK BOARD OF RABBIS
By: _____
Name: Joseph Potasnik
Title: Executive Vice President
Date: 12/27/2016

NASSAU COUNTY
By: _____
Name: _____
Title: Deputy County Executive
Date: _____

(PLEASE EXECUTE IN BLUE INK)

STATE OF NEW YORK)
)ss:
COUNTY OF ~~NASSAU)~~ S.B New York

On the 27th day of December in the year 2016 before me personally came Joseph Potasnik to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Kings; that he or she is the Executive Vice President of the New York Board of Rabbis 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

SOBEIDA BATISTA
Notary Public, State of New York
No. 01BA6308981
Qualified in Bronx County
My Commission Expires 08/04/2018

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

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

NOTARY PUBLIC

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of January 1, 2017, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at: One West Street; Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Correction, having its principal office at: 100 Carman Avenue; East Meadow, New York 11554 (the "Department"), and (ii) The New York Board Of Rabbis, a not-for-profit corporation, having its principal office at: 136 East 39th Street, 4th Floor, New York, NY 10016 (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1) TERM. This Agreement shall commence on January 1, 2017, and terminate on December 31, 2017, subject to extension of two years or sooner termination as provided in this Agreement.

2) SERVICES. The services to be provided by the Contractor under this Agreement shall consist of designating and furnishing duly ordained chaplains to minister to the spiritual needs of persons of their faith who reside, or who are detained, or who are incarcerated at the Nassau County Correction Center facility.

3) PAYMENT.

   a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be Eight Thousand Four Hundred Dollars ($8,400.00), payable as follows: in equal monthly installments of $700.00, in arrears, upon submission by the Contractor of duly certified claim form, approved by the Department and filed in the Office of the Comptroller of Nassau County.

b) Vouchers; Voucher Review, Approval and Audit. I) Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County comptroller of his or her duly designated representative (the "Comptroller").

II) The Voucher shall include a listing of Contractor's staff that provided services during the preceding month, and the dates, hours and location(s) that such staff provided the services required herein.

c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

d) 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.

e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments 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.

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 contractor 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 or Person with the authority to commit the County to 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, and disclosure of information, 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." As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted or adopted.

b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

c) Protection of Client Information. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this contract concerning procedures and policies utilized and/or implemented by the Sheriff's Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department. Contractor further agrees to maintain the confidentiality of all information acquired in the course of performing services pursuant to the contract when such information is personal information concerning specific Department employee(s) or inmate(s) in the custody of the Department, and any such information considered confidential and/or otherwise protected from disclosure pursuant to local, state and/or federal law.

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 endanger 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 Contractor Agents to obtain and maintain, all approvals, licenses, and

certifications ("Approvals") necessary or appropriate in connection with this Agreement.

c) In connection with the termination or 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.

8) Indemnification; Defense; Cooperation.

a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department 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 a Contractor Agent, 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 Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution or any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a contractor Agent in connection with this Agreement.

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

9) Insurance.

a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one

million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation law, and (iv) 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 (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 Department. 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 Department of the same and deliver to the Department 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 coverage's. 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 coverage's 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 or 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 party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11) Termination.

a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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 Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty 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 give to the Commissioner.

12) Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provision of this Section shall survive the termination of this Agreement.

13) 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 presentation. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the 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 the 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.

14) Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in 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.

15) 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 nationally 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 a courier service, as applicable, and (d) (i) if to the Department, 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 Department) 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.

16) 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 provision 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.

17) 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.

18) Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

19) Administrative Service Charge. Inasmuch as the Contractor is a not-for-profit religious or charitable organization, the County waives imposition of the administrative charge.

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 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 state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

THE NEW YORK BOARD OF RABBIS
By: _____
Name: Joseph Potasnik
Title: Executive Vice President
Date: 12/27/2016

NASSAU COUNTY
By: _____
Name: _____
Title: Deputy County Executive
Date: _____

(PLEASE EXECUTE IN BLUE INK)

STATE OF NEW YORK)
)ss:
COUNTY OF ~~NASSAU~~) New York

On the 27th day of December in the year 2016 before me personally came Joseph Potasnik to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Kings; that he or she is the Executive Vice President of the New York Board of Rabbis 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

SOBEIDA BATISTA
Notary Public, State of New York
No. 01BA6308981
Qualified in Bronx County
My Commission Expires 08/04/2018

STATE OF NEW YORK)
)ss:
COUNTY OF ~~NASSAU~~) S.B New York

On the 28th day of December in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix 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:

   Joseph Potashnik (Name)

   171 Madison Ave, Ste 1602, New York, NY 10016 (Address)

   212-983-3521 (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 Department 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 ___X___ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

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

_____

_____

_____

_____

_____

_____

_____

_____

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

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

12/27/2016 _____

Dated Signature of Chief Executive Officer

Joseph Potasnik

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 2016.

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/7/2017

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

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

PRODUCER
SterlingRisk
135 Crossways Park Drive
P.O. Box 9017
Woodbury NY 11797

CONTACT NAME:
PHONE (A/C, No, Ext): 800-767-7837 FAX (A/C, No): 516-487-0372
E-MAIL ADDRESS: request@sterlingrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED NEWYORK-19
The New York Board of Rabbi's Inc.
171 Madison Avenue
Suite 1602
New York NY 10016

COVERAGES CERTIFICATE NUMBER: 1982805247 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6600070L25814	12/4/2016	12/4/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP5534Y06614	12/4/2016	12/4/2017	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Nassau County Correctional Facility is included as Additional Insured as per endorsement form CGF4760708 to the extent provided therein.

CERTIFICATE HOLDER

Nassau County Correctional Facility
100 Carmen Avenue
East Meadow, NY 11554

CANCELLATION 30

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DOCUMENT CATEGORY	: CQ CONTRACT NON-CAPITAL		
ENTERED BY	: LOVE, MARIA (2-3810)		
DOCUMENT NUMBER	: CQCC17000003	INITIATING DEPT	: CC
INPUT PERIOD (MM YYYY)	: 01 2017 JANUARY		
VENDOR NUMBER / SUFFIX	: 131809283 01	APPROVAL TYPE	: 01
VENDOR NAME	: THE NEW YORK BOARD OF RABBIS INC		
VENDOR ADDRESS	: 171 MADISON AVENUE SUITE 1601 NEW YORK NY 10016		
COUNTRY	: USA		
ALPHA VENDOR	: THE NEW YORK BOARD OF RAB		
BANK NUMBER	:	TREAS NO	:
DUE DATE	:	SINGLE CHECK	:
DOCUMENT AMOUNT	: 8,400.00	CURRENCY CODE	:
NUMBER OF LINES	: 1	RESPONSIBLE UNIT	:
TRANSACTION CODE HASH	:		
TERMS	:	NOTEPAD (Y OR N)	: N
POSTING/EDIT ERRORS	:		

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

DOCUMENT : CQCC17000003 - 02 INPUT PER: 01 2017 AMOUNT : 8,400.00

TRANS CODE	: 103	CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF	:	
TRANS DESC.	: *CHAPLIANCY 1/1/17-12/31/17*	
TRANS AMOUNT	:	
INDEX	: CCGEN1310	REHABILITATION UNIT
SUBOBJECT	: DE510	CHAPLAINCY
UCODE/ORD#/DRC	:	
GRANT	:	
GRANT DETAIL	:	
PROJECT	:	
PROJECT DETAIL	:	
START DATE	:	
END DATE	:	

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G001 - RECORD SAVED

4·28-17

Contract ID:cqpk17000024 **Department: Parks**

Capital:

SERVICE: Lakeside Theatre concert

NIFS ID #:cqpk17000024 NIFS Entry Date: 24-APR-17

Term: from 01-AUG-17 to 31-DEC-17

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Plaza Theatrical Productions, Inc.**	Vendor ID#: [redacted]
Address: [redacted]	Contact Person: Kevin Harrington
	Phone: 516-599-6870

Department:
Contact Name: Eileen Krieb
Address: Adminisration Bldg. Eisenhower Park East Meadow, NY 11554
Phone: 516-572-0378

Routing Slip

Department	**NIFS Entry: X**	**25-APR-17 -- PABUFFOLINO**
Department	**NIFS Approval: X**	**28-APR-17 -- LBARKER**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**01-MAY-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**28-APR-17 -- MRONAN**
County Atty.	**Insurance Verification: X**	**28-APR-17 -- DMCDERMOTT**
County Atty.	**Approval to Form: X**	**28-APR-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**15-MAY-17 -- CRIBANDO**

Leg. Affairs	**Approval/Review: X**	**02-MAY-17 -- MREYNOLDS**
Legislature	**Approval:**	
Comptroller	**NIFS Approval:**	
NIFA	**NIFA Approval:**	

Contract Summary

Purpose: To provide a stage performance of ¿My Fair Lady, a musical tribute, to be held on August 25, 2017 from 7:30pm-10:00pm at Lakeside Theatre, Eisenhower Park.

Method of Procurement: The above contractor will present, produce and manage the professional musical performance of the above production for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park, for the above mentioned concert.

This contractor has a rich history of presenting live musical performances throughout Long Island and at Lakeside Theatre, using local talent to present shows based upon Broadway successes. All of the cast members are either professionally trained and seasoned veterans of musical theatre or students of this genre. Nassau County has long presented productions by this company as support for local repertory theatre. This summer¿s show will be a performance of ¿My Fair Lady¿, a musical tribute.. The productions are supervised by Mr. Kevin Harrington, who enjoys a substantial reputation for production on Long Island. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process.

Procurement History: Lakeside Theatre, Eisenhower Park has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: Musical performance of 2 ½ hr. duration on August 25, 2017 at Lakeside Theatre, Eisenhower Park NY. Total cost: $4,000.00

Impact on Funding / Price Analysis: Hotel/Motel Tax Grant Program $4,000.00

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	gen
Control:	pk
Resp:	1800
Object:	de500
Transaction:	103
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 4,000.00
TOTAL	**$ 4,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	$ 4,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 4,000.00

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** Plaza Theatrical Productions, Inc.

2. **Dollar amount requiring NIFA approval:** $4000

   Amount to be encumbered: $4000

   This is a New

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term: 8/1/7-12/31/17**
   Has work or services on this contract commenced? N ____

   If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
X Other		State % 0
		County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

   To provide a stage performance of ¿My Fair Lady, a musical tribute, to be held on August 25, 2017 from 7:30pm-10:00pm at Lakeside Theatre, Eisenhower Park.

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

   Nassau County Attorney as to form Y

   Nassau County Committee and/or Legislature Not Applicable

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

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

Contract ID	Date	Amount
CFPW16000042	07-APR-15	862000

AUTHORIZATION

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

RDALLEVA 01-MAY-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND PLAZA THEATRICAL PRODUCTIONS, INC.

WHEREAS, the County has negotiated a personal services agreement with Plaza Theatrical Productions, Inc. to perform a musical performance at Lakeside Theatre, Eisenhower Park, on August 25, 2017, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Plaza Theatrical Productions, Inc.

George Maragos
Comptroller

Redacted Copy

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Plaza Theatrical Productions, Inc

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

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

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

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

Date 4/21/17

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

March 28, 2017

SERVICE: Personal Services Contract for Lakeside Theatre Programming:
Plaza Theatrical Productions
Re: August 25, 2017 – "My Fair Lady"

The above contractor will present, produce and manage the professional musical performance of the above production for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park, for the above mentioned concert.

The compensation to this presenter is consistent with fees for unique artistic presentations of this kind.

This contractor has a rich history of presenting live musical performances throughout Long Island and at Lakeside Theatre, using local talent to present shows based upon Broadway successes. All of the cast members are either professionally trained and seasoned veterans of musical theatre or students of this genre. Nassau County has long presented productions by this company as support for local repertory theatre. This summer's show will be a performance of "My Fair Lady", a musical tribute. The productions are supervised by Mr. Kevin Harrington, who enjoys a substantial reputation for production on Long Island. This service is specialized, unique and involves skills that cannot be evaluated through a competitive bid process.

These services cannot be provided by any staff currently employed by the County.

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's

Brian Nugent
Chief Deputy Commissioner

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ~~ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two~~ years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Plaza Theatrical Productions, Inc.

Dated: 3-16-17

Signed: [signature]

Print Name: Kevin F. Harrington

Title: Pres

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Kaus F. Harrington

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address [redacted]

   City/state/zip [redacted]

   Telephone [redacted]

   Other present address(es) None

   City/state/zip

   Telephone

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ✓ 9/1/83 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ✓ 9/1/83

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___
   If Yes, provide details.
   Plaza Players, Ltd.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES ___ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Kevin F. Harrington, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 16th day of March 2017

Notary Public

JOELLY SCHAUERGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

Plaza Theatrical Productions, Inc.
Name of submitting business

Kevin F. Harrington
Print name

Signature

Pres.
Title

3 / 16 / 17
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3-16-17

1) Proposer's Legal Name: Plaza Theatrical Productions, Inc.

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:
N/A

3) Mailing Address (if different): Same

Phone: [redacted]

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ✓ Corporation ___
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___. If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exsists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

No conflict exist

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the Event That a possible conflict Arises, I inform the County of The possible conflict and Allow The County to determine if An actual conflict exists

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; Sept. 1983

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Kevin F. Harrington 100%

iii) Name, address and position of all officers and directors of the company; 8 Thompson Dr. E. Rockaway NY 11518 SAme

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 3

vi) Annual revenue of firm; $621,000.00

vii) Summary of relevant accomplishments Presents over 300 live performances per year

viii) Copies of all state and local licenses and permits. N/A

B. Indicate number of years in business. 34 years

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. N/A

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company The Huntington Arts Council

Contact Person [redacted]

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

Company The St. George Theatre

Contact Person [redacted]

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

Company Live Nation at NYCB Theatre Westbury

Contact Person [redacted]

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # [redacted]

E-Mail Address [redacted]

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Kevin F. Harrington, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 16th day of March 2017

Notary Public
JOEL M. SCHOENBERGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

Name of submitting business: Plaza Theatrical Productions, Inc.

By: Kevin F. Harrington
Print name

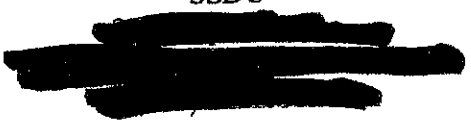
Signature

Pres.
Title

3 / 16 / 17
Date

KEVIN F. HARRINGTON

SSDC



EXPERIENCE

Directing and Arts Administration:

Plaza Theatrical Productions, Inc., Long Island, New York
Founder / Producer / Director
1983-Present

- Total creative and fiscal responsibility of non-equity touring theatre company
- Experience in all aspects of administration including grant writing, supervision of staff, publicity, contracts, bookings, scheduling, casting, overall coordination of cast, crew and musicians
- From 1990-1995, operated *Plaza Playhouse*, a 260 seat, three-quarter round, state-of-the-art theatre presenting musicals, non-musicals, children's theatre, revues, educational theatre productions for school groups, mystery theatre, and Performing Arts Academy
- Representative Directorial Credits:

Evita	*Into the Woods*	*Sweeney Todd*
The King & I	*My Fair Lady*	*Fiddler on the Roof*
Man of La Mancha	*The Sound of Music*	*Gypsy*
West Side Story	*La Cage Aux Folles*	*Nunsense*
Godspell	*The Music Man*	*The Fantasticks*

Lincoln Center "Out-of-Doors" Festival, Manhattan, New York
1988-1990

- Produced and directed outdoor musicals: *Shenandoah, Jack and the Beanstalk, Pinocchio*

Long Island Department of Parks and Recreation, Long Island, New York
1983-Present

- Produced and directed outdoor touring musicals accompanied by the Nassau Symphony Orchestra
- Representative Directorial Credits:

State Fair	*Guys and Dolls*	*Oliver*
Forever Plaid	*Carousel*	*South Pacific*
Joseph...	*Shenandoah*	*Oklahoma*
Annie Get Your Gun	*1776*	*Hello, Dolly*
Forum	*Goin' Hollywood*	*A Grand Night For Singing*

The Island Squire Dinner Theatre, Middle Island, New York
1983-1992

- Produced and directed fully-staged musicals in the round
- Representative Directorial Credits:

Zorba	*Cabaret*	*Annie*
Kiss Me Kate	*South Pacific*	*Shenandoah*
Kismet	*Man of La Mancha*	*The Sound of Music*

Leal Associates, Seaford, New York
1990-Present

- Produced and directed touring productions which serve as fund-raisers for non-profit organizations
- Representative productions:

Forever Plaid	*Play It Again, Sam*	*Crossing Delancey*
Driving Miss Daisy	*Vanities*	*The Gin Game*
On The Air	*On Golden Pond*	*Love Letters*
I Ought to Be in Pictures	*I Do! I Do!*	*Dames at Sea*

Director of Musical Theatre
1981-Present

- Directed over 150 musicals for various companies in the New York metropolitan area
- Representative productions:

Irene	*Side by Side by Sondheim*	*Bye, Bye, Birdie*
Brigadoon	*Once Upon A Mattress*	*The Wiz*
Show Boat	*Funny Girl*	*Pippin*
Carnival	*The Boy Friend*	*Camelot*
Little Shop of Horrors	*Some Enchanted Evening*	*They're Playing Our Song*
Anything Goes	*The Apple Tree*	*Charlie Brown*

Teaching:

Molloy College, Rockville Centre, New York
Communication Arts Department
Adjunct Instructor
1984-1987 and 1993-1995

- Taught introductory courses in Communications and Theatre
- Produced and directed departmental musicals: *Godspell, The Sound of Music, Nunsense*
- Stage Manager of departmental production: *The Effect of Gamma Rays on Man-in-the-Moon Marigolds*

EDUCATION:

Master of Arts

New York University, Manhattan
Educational Theatre, 1985

Master Class Instructors:

Agnes DeMille	Marni Nixon
Alfred Drake	Larry Fuller
Stuart Ostrow	

- Directed world premiere of departmental opera, *Daddy's Money*
- Directed departmental revue, *The Musical Theatre Scrapbook*

Bachelor of Arts

Molloy College, Rockville Centre, New York
English Education 7-12, 1983

PROFESSIONAL ORGANIZATIONS:

The Society of Stage Directors and Choreographers
Stage Directors and Choreographers Foundation, Inc.
New York State Theatre Educators

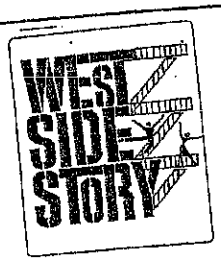
References and Theatrical Reviews available upon request!

Newsday

Kevin F. Harrington

DIRECTOR - S.S.D.C.

[redacted]



"A fine cast and swift, fluid staging underscore the freshness."

Aileen Jacobson
Theatre Critic

THE SOUND OF MUSIC

"Director Kevin F. Harrington has done a splendid job in bringing variety to the staging."

Aileen Jacobson
Theatre Critic

Carousel

"Fine outdoor production directed by Kevin Harrington!"

Steve Parks
Theatre Critic

NEWSDAY'S RAVE REVIEWS!

THE MUSIC MAN

"Kevin Harrington's handsome rendition will make you feel you're in turn-of-the-century Iowa"

Steve Parks
Theatre Critic

ANNIE GET YOUR GUN

"Annie hits the bulls-eye once more."

Steve Parks
Theatre Critic

EVITA

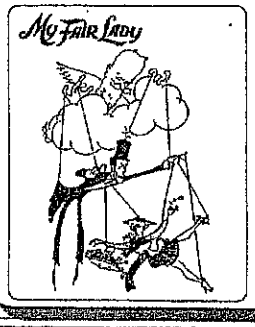
"This time he (Harrington) sought to make a splash...and he did!"

Renee Kaplan
Theatre Critic

SHENANDOAH

"Credit must be given Kevin F. Harrington, who has taken the limitations of the show's dinner theatre format and crafted them into an absorbing evening of well-paced entertainment."

Bill Kaufman
Theatre Critic



"Harrington has found elegant solutions to staging an extravagant musical in a theatre that has the audience sitting close to the actors on three sides."

Aileen Jacobson
Theatre Critic

Complete reviews and references available upon request!

COUNTY OF NASSAU

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

1. Name of the Entity: PLAZA Theatrical Productions, Inc.

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ___Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp ✓ Other (specify) Sub Chapter S

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

Kevin F. Harrington - Pres/Sec

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

Kevin F. Harrington, 2 Thompson Dr., E. Rockaway NY 11518

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

None

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

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

None

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

None

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

None

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

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

Dated: 3-16-17

Signed: [signature]

Print Name: Pres Kevin F. Harrington

Title: Pres

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

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Plaza Theatrical Productions, Inc.**, a New York not-for-profit corporation, having its principal office at [redacted] (the "Performer" or "Contractor").

W I T N E S S E T H:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Performer desires to perform the services described in this Agreement;

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

1. Term. This Agreement shall commence on August 1, 2017 and shall terminate on December 31, 2017, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. (a) The Performer is hereby retained by the County to perform one live stage performance of "My Fair Lady musical tribute" to be held on August 25, 2017, from 7:30 p.m. to 10:00 p.m. at Lakeside Theatre, Eisenhower Park, East Meadow, NY 11554 ("Performance").

(b) (i) The County shall supply venue stage, sound, and lighting for the Lakeside production of My Fair Lady on August 25, 2017.

(c) The Performer shall be responsible, at its own cost and expense, for supplying the Performer's set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.

(d) The Performer must appear for a sound check on the day of each Performance, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event the Performer fails to appear as stated herein.

(e) At least ten (10) days prior to each Performance, the Performer shall provide to the Department the Performance's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Four Thousand Hundred Dollars** ($4,000.00). For Payment purposes, the following amounts shall be allocated to each Performer:

(1) My Fair Lady – **Four Thousand Dollars ($4,000.00) and**

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) An advance payment of fifty (50%) percent of the maximum amount ($2,000.00), payable to the Performer upon the execution of this Agreement and submission of the payment voucher(s) as herein described. Payment of this advance amount shall be contingent upon submission of the standard County claim voucher (the "Voucher") pursuant to subsection (b) of this section.

(ii) The balance payment respecting each Performance shall be made payable to the Performer and shall be paid after the completion of each Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Performances, (c) payment of said Performers; (d) set-up, including but not limited to, providing the "back-line" for the Performance, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or the Program or a Performance is cancelled for any reason prior to completion of Program/performance, and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review,

approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) 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 parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments 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 Performer received notice that the County did not desire to receive such services.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer 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 or Person with the authority to commit the County to 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 Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, 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 Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination 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 the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure

under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

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

(a) The Performer shall, and shall cause Performer Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Performer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (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 Performer or a Performer Agent, 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 Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performance mans whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performer 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 Performer is responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause Performer Agents to cooperate with the County and the Department 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 Performer and/or a Performer Agent in connection with this Agreement.

(e) 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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- 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 Department. 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 Department of the same and deliver to the Department 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 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.

(d) IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Plaza Theatrical Productions, Inc.

[redacted]

Description of Operations:

The Certificate holder, Nassau County, is included as Additional Insured
Event(s) & Date(s): My Fair Lady (August 25, 2017)
Location(s): Lakeside Theatre, Eisenhower Park, East Meadow, NY

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

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 or 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 party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) 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.

(b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performer 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 Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party'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.

12. Accounting Procedures; Records. The Performer 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 Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. 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 Performer 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 Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the 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 Performer shall allege that the above-described actions and inactions preceded the Performer'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 the 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.

14. Work Performance Liability. The Performer is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer use a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in 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.

16. 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 nationally 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 a courier service, as applicable, and (d)(i) if to the Department, 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 Performer shall obtain from the Department) 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 Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.

17. 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 provision 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.

18. 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.

19. Administrative Service Charge. Since the Contractor is a New York not-for-profit corporation it is not required to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer or the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performer's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer and/or the Performer.

(e) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(g) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

(h) The Performers shall make themselves available for photographs prior to the performance.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

PLAZA THEATRICAL PRODUCTIONS, INC.

By: _____
Name: Kevin F. Harrison
Title: Pres
Date: 3-16-17

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 16th day of March in the year 2017 before me personally came Kevin Harrington to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Nassau; and that he ~~or she~~ signed his ~~or her~~ name hereto and has executed the above instrument.

NOTARY PUBLIC

JOSEPH SCHWENBERGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

_____
NOTARY PUBLIC

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

   Kaw F. Harrington _____ (Name)

   [redacted] _____ (Address)

   [redacted] _____ (Telephone Number)

2. The Permittee 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 Department 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, Permittee _____ 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 Permittee, 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 Permittee 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. Permittee 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.

3-16-17
Dated

Signature of Chief Executive Officer

Kevin F. Harrington
Name of Chief Executive Officer

Sworn to before me this
16th day of March, 2017.

Notary Public
JOEL H. SCHLANDBERGER
Notary Public, State of New York
No. 4708642
Qualified in Nassau County
Commission Expires September 30, 2017

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2016

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

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

PRODUCER
[redacted]

CONTACT NAME: [redacted]
PHONE (A/C, No, Ext): [redacted] FAX (A/C, No): [redacted]
E-MAIL ADDRESS: [redacted]

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Plaza Theatrical Productions
[redacted]

PLAZA-1

COVERAGES **CERTIFICATE NUMBER:** 107991296 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		PHPK1511312	7/10/2016	7/10/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1511312	7/10/2016	7/10/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Additional Insured for General Liability when required by written contract: County of Nassau. Location: Lakeside Theatre & Eisenhower Park, East Meadow, NY 11554.

CERTIFICATE HOLDER

County of Nassau
1550 Franklin Avenue
Mineola NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Buffolino, Patti

From:	Gillen, Cindy
Sent:	Tuesday, April 25, 2017 1:54 PM
To:	Buffolino, Patti
Cc:	Nugent, Brian; Camerlengo, Frank; Krieb, Eileen A; Rosenthal, Lynn; McDermott, Dennis
Subject:	Insurance for Plaza Theatrical

Patti, please see below thread. Plaza will provide their new COI as soon as it renews on or about July 10, 2017.
Cindy

From: Plazatheatrical@aol.com [mailto:Plazatheatrical@aol.com]
Sent: Tuesday, April 25, 2017 1:28 PM
To: Gillen, Cindy
Subject: Re: insurance

Hi Cindy-
Just to confirm our conversation, I will send the County the updated certificate of insurance as soon as we renew the policy. You will be receiving the revised certificate of insurance in July 2017.
Much thanks,
Denise Riven
Plaza Theatrical Productions, Inc.
[redacted]

In a message dated 4/25/2017 12:58:25 P.M. Eastern Daylight Time, cgillen@nassaucountyny.gov writes:

> Dear Denise,
>
> As discussed this afternoon, the Certificate of Insurance submitted with your contract and related documents shows an expiration date of July 10, 2017, which would not cover your performance on August 25, 2017. Please advise when you will be able to provide a COI whose effective dates cover your performance date. Thanks.
>
> Cindy

U-29-17

Contract ID:cqpk17000026 Department: Parks

Capital:

SERVICE: Lakeside Theatre concert

NIFS ID #:cqpk17000026 NIFS Entry Date: 24-APR-17 Term: from 01-AUG-17 to 31-DEC-17

New	
Time Extension:	
Addl. Funds:	
Blanket Resolution:	
RES#	

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Leftfield Productions, Inc.**	Vendor ID#: [redacted]
Address: [redacted]	Contact Person: Joe D'Urso
	Phone: 845-353-2407

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554
Phone: 516=572-0378

Routing Slip

Department	**NIFS Entry: X**	**01-MAY-17 -- PABUFFOLINO**
Department	**NIFS Approval: X**	**01-MAY-17 -- LBARKER**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**01-MAY-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**01-MAY-17 -- MRONAN**
County Atty.	**Insurance Verification: X**	**01-MAY-17 -- DMCDERMOTT**
County Atty.	**Approval to Form: X**	**01-MAY-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**15-MAY-17 -- CRIBANDO**

Leg. Affairs	Approval/Review: X	02-MAY-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To provide a musical performance of Neil Bergs 100 Years of Broadway at Lakeside Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on August 12, 2017.

Method of Procurement: This contractor has a significant industry reputation for presenting a Broadway music revue performance of the highest quality. All of the cast members are professional trained and seasoned veterans of the Broadway stage. Unique to this Broadway revue is Mr. Berg¿s appearance as master of ceremonies at the piano, interacting with the performers and escorting the audience through the history of each individual performance and the Broadway show from which it was derived. Neil Berg¿s 100 years of Broadway has appeared at the Lakeside Theatre for over 20 years and attracts an audience in excess of 6000 every year.

Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.

Description of General Provisions: Musical performance of 2 hour duration on August 12, 2017 at Lakeside Theatre. Total cost: $10,000.00

Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program $10,000.00

Contract processing fee - $160.00 copy attached

Change in Contract from Prior Procurement: n/a

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	grt
Control:	**pk**
Resp:	**gen1800**
Object:	**de500**
Transaction:	**103**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 10,000.00
TOTAL	**$ 10,000.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	pkgen1800de500	$ 10,000.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 10,000.00

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Leftield Productions, Inc.

2. Dollar amount requiring NIFA approval: $10000

Amount to be encumbered: $10000

This is a New

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 8/1/17-12/31/17
Has work or services on this contract commenced? N ____

If yes, please explain:

4. Funding Source:

General Fund (GEN)
Capital Improvement Fund (CAP)
X Other

Grant Fund (GRT)
Federal % 0
State % 0
County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

To provide a musical performance of Neil Bergs 100 Years of Broadway at Lakeside Theatre, Eisenhower Park, from 8:00 to 10:00 p.m. on August 12, 2017.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature Not Applicable

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

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

Contract ID	Date	Amount
cqpk16000024	01-MAR-16	5336

AUTHORIZATION

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

RDALLEVA 01-MAY-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND LEFTFIELD PRODUCTIONS, INC.

WHEREAS, the County has negotiated a personal services agreement with Leftfield Productions, Inc. to provide a musical performance at Lakeside Theatre, Eisenhower Park, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Leftfield Productions, Inc.

Redacted COPY

George Maragos
Comptroller

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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Leftfield Productions, Inc.

CONTRACTOR ADDRESS: [redacted]

FEDERAL TAX ID #: [redacted]

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

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

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

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

X **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

Department Head Signature

4/26/17

Date

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

EDWARD P. MANGANO
COUNTY EXECUTIVE

BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

April 19, 2017

SERVICE: Personal Services Contract for Lakeside Theatre Programming:
Leftfield Productions, Inc.
Re: August 12, 2017 – "Neil Berg's 100 Years of Broadway"

The above contractor will provide a professional musical performance for the residents of Nassau County for the above mentioned concert. The compensation to this presenter is consistent with fees for unique artistic presentations of this kind. It was engaged directly without the assistance (or fee) of an agent, broker or producer.

This contractor has a significant industry reputation for presenting a Broadway music revue performance of the highest quality. All of the cast members are professional trained and seasoned veterans of the Broadway stage. Unique to this Broadway revue is Mr. Berg's appearance as master of ceremonies at the piano, interacting with the performers and escorting the audience through the history of each individual performance and the Broadway show from which it was derived. Neil Berg's 100 years of Broadway has appeared at the Lakeside Theatre for over 20 years and attracts an audience in excess of 6000 every year. These services cannot be provided by any staff currently employed by the County.

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's. These services cannot be provided by any staff currently employed by the County.

Each artist and musical performer, possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others.

Brian Nugent
Chief Deputy Commissioner

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Leftfield Productions, Inc

Dated: 4/12/17

Signed: Neil Berg

Print Name: NEIL BERG

Title: OWNER

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name NEILBERG
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip [redacted]
   Telephone [redacted]
   Other present address(es) NA
   City/state/zip NA
   Telephone NA
   List of other addresses and telephone numbers attached NA

2. Positions held in submitting business and starting date of each (check all applicable)
   ✓ President 2 / 24 / 1999 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 100%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓
   If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, NEIL BERG, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13 day of April 2017

Rosalie M Bomzer
Notary Public

ROSALIE M BOMZER
Notary Public - State of New York
NO. 01BO4774238
Qualified in Rockland County
My Commission Expires Dec 31, 2018

LEFTFIELD PRODUCTIONS, INC
Name of submitting business

NEIL BERG
Print name

Signature

OWNER / PRESIDENT
Title

04, 13, 2017
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/12/17

1) Proposer's Legal Name: [redacted] LEFFIELD Prod. Inc

2) Address of Place of Business: [redacted]

List all other business addresses used within last five years:
NA

3) Mailing Address (if different): SAME

Phone: [redacted]

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: NA

5) Federal I.D. Number: [redacted]

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. In the event that a possible conflict arises, I inform the county of the possible conflict and allow the County to determine if an actual conflict exists

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; 2/24/1999

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; NEIL BERG

iii) Name, address and position of all officers and directors of the company; [redacted]

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 3

vi) Annual revenue of firm; [redacted]

vii) Summary of relevant accomplishments - BROADWAY ENTERTAINMENT

viii) Copies of all state and local licenses and permits. - NA

B. Indicate number of years in business. 18 YEARS

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company FRIEDSON ENTERPRISES

Contact Person ADAM FRIEDSON

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # NA

E-Mail Address [redacted]

Company Caravan Management

Contact Person Joe DiUso

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # NA

E-Mail Address [redacted]

Company STANDING O PRODUCTIONS

Contact Person Tony Asselta

Address [redacted]

City/State [redacted]

Telephone [redacted]

Fax # NA

E-Mail Address [redacted]

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, NEIL BERG, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13 day of April 2017

Notary Public

ROSALIE M BOMZER
Notary Public - State of New York
NO. 01B04774238
Qualified In Rockland County
My Commission Expires Dec 31, 2018

Name of submitting business: LEFTFIELD PRODUCTIONS, INC

By: NEIL BERG
Print name

Signature

OWNER / PRESIDENT
Title

04, 13, 2017
Date

COUNTY OF NASSAU

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

1. Name of the Entity: LEFFIELD PRODUCTIONS, INC

Address: [redacted]

City, State and Zip Code: [redacted]

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓ Closely Held Corp _____Other (specify)

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

NEIL BERG - [redacted]

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

NONE

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

NONE

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

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

NONE

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

NONE

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

NONE

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

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

Dated: 4/12/17

Signed: Neil Berg

Print Name: Neil Berg

Title: Owner

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

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the **County Department of Parks, Recreation & Museums**, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and **Leftfield Productions, Inc.**, having its principal office at [redacted] (the "Performer" or "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Performer desires to perform the services described in this Agreement;

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

1. Term. This Agreement shall commence on August 1, 2017 and shall terminate on December 31, 2017, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. (a) The Performer is hereby retained by the County to perform under the name: **Neil Berg's 100 Years of Broadway**, for one (1) live musical performance at Lakeside Theatre, Eisenhower Park, East Meadow, NY 11554; to be held on August 12, 2017, from 8:00 p.m. to 10:00 p.m., with one (1) fifteen (15) minute intermission, including set-up (a "Performance");

(b) The County shall supply venue stage, sound, lighting and reasonable hospitality.

(c) The Performer shall be responsible, at its own cost and expense, for supplying the Performer's set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.

(d) The Performer must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event the Performers fail to appear as stated herein.

(e) At least ten (10) days prior to the Program, the Performer shall provide to the Department the Program's complete production details and stage plot.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Ten Thousand and 00/100 Dollars** ($10,000.00).

This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) An advance payment of fifty (50%) percent of the maximum amount ($5,000.00), payable to the Performer upon the execution of this Agreement and submission of the payment voucher(s) as herein described. Payment of this advance amount shall be contingent upon submission of the standard County claim voucher (the "Voucher") pursuant to subsection (b) of this section.

(ii) The balance payment respecting the performer shall be payable to the Performer shall be paid after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.

(iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; (b) promotional services respecting the Performances, (c) payment of said Performers; (d) set-up, including but not limited to, providing the "back-line" for the Performance, and breakdown of same; and (e) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation – If the contract is terminated or the Program or a Performance is cancelled for any reason prior to completion of Program/performance, other than under conditions set forth in Section 20 of this Agreement and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) 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 parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments 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 Performer received notice that the County did not desire to receive such services.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer 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 or Person with the authority to commit the County to 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 Performer is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, 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 Performer shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination 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 the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the

Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

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

(a) The Performer shall, and shall cause Performer Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Performer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (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 Performer or a Performer Agent, 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 Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performer 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 Performer is responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause Performer Agents to cooperate with the County and the Department 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 Performer and/or a Performer Agent in connection with this Agreement.

(e) 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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Conttractor 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 Department. 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 Department of the same and deliver to the Department 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 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.

IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Leftfield Productions, Inc.
[redacted]

Description of Operations:

The Certificate holder, Nassau County, is included as Additional insured
Date(s): August 12, 2017,
Location: Lakeside Theatre & Eisenhower Park, East Meadow, NY 11554

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

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 or 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 party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) 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.

(b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performer 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 Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party'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.

12. Accounting Procedures; Records. The Performer 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 Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. 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 Performer 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 Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the 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 Performer shall allege that the above-described actions and inactions preceded the Performer'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 the 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.

14. Work Performance Liability. The Performer is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer use a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in 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.

16. 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 nationally 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 a courier service, as applicable, and (d)(i) if to the Department, 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 Performer shall obtain from the Department) 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 Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.

17. 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 provision 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.

18. 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.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer or the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performer's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants

that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer and/or the Performer.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

LEFTFIELD PRODUCTIONS, INC.

By: _____
Name: NEIL BERG
Title: OWNER
Date: 4/13/17

NASSAU COUNTY

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 13 day of April in the year 2017 before me personally came NEIL BERG to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ROCKLAND; and that he or she signed his or her name hereto and has executed the above instrument.

NOTARY PUBLIC

ROSALIE M BOMZER
Notary Public - State of New York
NO. 01BO4774238
Qualified in Rockland County
My Commission Expires Dec 31, 2018

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

On the ____ day of _____ in the year 2017 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 _____; and that he or she signed his or her name hereto and has executed the above instrument.

NOTARY PUBLIC

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Permittee is:

   NEIL BERG (Name)

   [redacted] (Address)

   [redacted] (Telephone Number)

2. The Permittee 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 Department 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, Permittee _____ 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 Permittee, 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 Permittee 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. Permittee 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.

4/12/17
Dated

Signature of Chief Executive Officer

Neil Beeg
Name of Chief Executive Officer

Sworn to before me this

13 day of April, 2017.

Notary Public

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/23/2017

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

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

PRODUCER
855-491-0974
Wells Fargo Insurance Services USA, Inc.
550 South 4th St
Minneapolis, MN 55415

CONTACT NAME: Kieshia Bryant
PHONE (A/C, No, Ext): [redacted] FAX (A/C, No):
E-MAIL ADDRESS: [redacted]

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: St. Paul Fire and Marine Insurance Company	24767
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Leftfield Productions Inc
[redacted]

COVERAGES CERTIFICATE NUMBER: 11488140 REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		ZPP10N790821647	06/09/2016	06/09/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

County of Nassau is named as additional insured as it relates to general liability in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(This certificate replaces certificate# 11488136 issued on 2/23/2017)

Buffolino, Patti

From:	Gillen, Cindy
Sent:	Tuesday, April 25, 2017 1:55 PM
To:	Buffolino, Patti
Cc:	Nugent, Brian; Camerlengo, Frank; Krieb, Eileen A; Rosenthal, Lynn; McDermott, Dennis
Subject:	Insurance for Leftfield Productions
Categories:	Red Category

Patti, please see below thread. Leftfield will provide their new COI as soon as it renews on or about June 9, 2017.
Cindy

-----Original Message-----
From: Joe D'Urso [mailto:joe@neilberg.com]
Sent: Tuesday, April 25, 2017 1:30 PM
To: Gillen, Cindy
Subject: Re: Insurance

Cindy,
Our new insurance policy/carrier is being worked out at the moment and it will roll right over into a new policy when our current one expires in the beginning of June. At that time, or sooner if possible, Leftfield Productions, Inc will forward Nassau County a new COI for our August concert.
Many thx
Joe D'Urso
GM - LFP, Inc

On Tue, Apr 25, 2017 at 12:56 PM, Gillen, Cindy <cgillen@nassaucountyny.gov> wrote:
> As discussed this afternoon, the Certificate of Insurance submitted
> with your contract and related documents shows an expiration date of
> June 9, 2017, which would not cover your performance on August 12,
> 2017. Please advise when you will be able to provide a COI whose
> effective dates cover your performance date. Thanks.
>
> Cindy

--
J[redacted]ager
[redacted]

LeftField PRODUCTIONS

LEFTFIELD PRODUCTIONS, INC.

[redacted]

EXPLANATION	AMOUNT

[redacted]

EZ Shield™ Check Fraud Protection for Business

1-2/210

OUNT One Hundred + Sixty DOLLARS

CHECK AMOUNT

DATE	TO THE ORDER OF	GROSS							CHECK NUMBER
12/10	Treasurer of Nassau County	Performance Fee - Nelk Boys							7035

DESCRIPTION

$160.00/100

Security Features Included. Details on Back.

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

[redacted]

[redacted]

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

MAY 22, 2017 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
A-20-17	**PR**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND iCONSTITUENT LLC. A-20-17
E-126-17	**PB**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PROBATION AND FAMILY AND CHILDREN'S ASSOCIATION, INC. E-126-17
E-127-17	**PB**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PROBATION AND FAMILY AND CHILDREN'S ASSOCIATION, INC. E-127-17
E-128-17	**PK**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND CORNELL COOPERATIVE EXTENSION NASSAU COUNTY. E-128-17
E-129-17	**PW**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND H2M ARCHITECTS & ENGINEERS. E-129-17
E-131-17	**SS**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL SERVICES, AND FORENSIC PSYCHOLOGY CONSULTING, PLLC. E-131-17

Clerk Item No.	Proposed By	Assigned To	Summary
E-133-17	**PK**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND NY TRAVEL MEDIA LLC. E-133-17
E-134-17	**CC**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY SHERIFF'S DEPARTMENT, AND ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC. E-134-17
U-15-17	**CC**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF CORRECTION AND THE NEW YORK BOARD OF RABBIS. U-15-17
U-28-17	**PK**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND PLAZA THEATRICAL PRODUCTIONS, INC. U-28-17
U-29-17	**PK**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND LEFTFIELD PRODUCTIONS, INC. U-29-17
			THE FOLLOWING ITEMS MAY BE UNTABLED
A-4-16	**PR**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16

Clerk Item No.	Proposed By	Assigned To	Summary
B-4-16	**PW**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
U-13-17	**HI**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF HOUSING AND HOMELESS SERVICES AND LESLIE FRANCIS, ESQ. U-13-17

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

ADDENDUM

MAY 22, 2017 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton
Carrié Solages

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
A-23-17	**PR**	**R**	**RESOLUTION NO. -2017** A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND VIRSIG LLC. A-23-17

L E G I S L A T I V E C A L E N D A R

NASSAU COUNTY LEGISLATURE — MINEOLA, NEW YORK
EIGHTEENTH MEETING — MAY 22, 2017 1:00 P.M.
FIFTH MEETING OF 2017

THE NASSAU COUNTY LEGISLATURE IS COMMITTED TO MAKING ITS PUBLIC MEETING ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF, DUE TO A DISABILITY, YOU NEED AN ACCOMMODATION OR ASSISTANCE TO PARTICIPATE IN THE PUBLIC MEETING OR TO OBTAIN A COPY OF THE TRANSCRIPT OF THE PUBLIC HEARING IN AN ALTERNATIVE FORMAT IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT THE OFFICE OF THE CLERK OF THE LEGISLATURE AT 571-4252, OR THE NASSAU COUNTY OFFICE FOR THE PHYSICALLY CHALLENGED AT 227-7101 OR TDD TELEPHONE NO. 227-8989. AS PER THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER HAS A MAXIMUM OCCUPANCY OF 251 PEOPLE AND THE OUTER CHAMBER WHICH WILL STREAM THE MEETING LIVE, HAS A MAXIMUM OCCUPANCY OF 72. PASSES WILL BE DISTRIBUTED ON A FIRST COME FIRST SERVED BASIS BEGINNING ONE HALF HOUR BEFORE MEETING TIME.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON
http://www.nassaucountyny.gov/agencies/Legis/index.html.

1. **HEARING ON LOCAL LAW NO. -2017**

A LOCAL LAW TO PERMANENTLY DISQUALIFY FROM ANY COUNTY ELECTED OR APPOINTED OFFICE ANY PERSON THAT HAS BEEN CONVICTED OF A FELONY. 190-17(LE)

2. **PROPOSED LOCAL LAW NO. -2017**

A LOCAL LAW TO PERMANENTLY DISQUALIFY FROM ANY COUNTY ELECTED OR APPOINTED OFFICE ANY PERSON THAT HAS BEEN CONVICTED OF A FELONY. 190-17(LE)

3. **RESOLUTION NO. 93-2017**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIMS OF PLAINTIFF, ANTOINE TAYLOR, AS SET FORTH IN THE ACTION ENTITLED TAYLOR V. THE COUNTY OF NASSAU, et al., PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 8-17(AT)

4. **ORDINANCE NO. 35-2017**

AN ORDINANCE TO REGULATE COUNTY RIGHTS-OF-WAY IN RELATION TO UTILITIES. 129-17(LE)

5. **ORDINANCE NO. 51-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,300,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 473-16(PW)

6. **ORDINANCE NO. 52-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,400,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 423-16(PW)

7. **ORDINANCE NO. 53-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $21,250,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 259-16(PW)

8. **ORDINANCE NO. 54-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 437-16(PW)

9. **ORDINANCE NO. 55-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 438-16(PW)

10. **ORDINANCE NO. 56-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 440-16(PW)

11. **ORDINANCE NO. 57-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $500,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 441-16(PW)

12. **ORDINANCE NO. 58-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $357,811 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 444-16(PW)

13. **ORDINANCE NO. 59-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $750,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 465-16(PW)

14. **ORDINANCE NO. 60-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 466-16(PW)

15. **ORDINANCE NO. 61-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 468-16(PW)

16. **ORDINANCE NO. 62-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $1,700,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 469-16(PW)

17. **ORDINANCE NO. 63-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 164-17(OMB)

18. **ORDINANCE NO. 64-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS. 170-17(OMB)

19. **ORDINANCE NO. 65-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS. 171-17(OMB)

20. **ORDINANCE NO. 66-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE AND TO TRANSFER APPROPRIATIONS HERETOFORE MADE WITHIN TO RECONCILE THE COUNTY'S FINANCIAL RECORDS FOR THE BUDGET YEAR 2016. 175-17(OMB)

21. **ORDINANCE NO. 67-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF HOUSING AND DEVELOPMENT. 194-17(OMB)

22. **ORDINANCE NO. 68-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 195-17(OMB)

23. **ORDINANCE NO. 69-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 196-17(OMB)

24. **ORDINANCE NO. 70-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE PROBATION DEPARTMENT. 197-17(OMB)

25. **ORDINANCE NO. 71-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 198-17(OMB)

26. **RESOLUTION NO. 94-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY AND LONG ISLAND CRISIS CENTER. 166-17(DA)

27. **RESOLUTION NO. 95-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF FARMINGDALE IN RELATION TO A PROJECT TO UNDERTAKE A REVISED STUDY OF UNDERGROUND PLUME TO INSURE THE INTEGRITY OF THE UNDERGROUND WATER SYSTEM. 185-17(CE)

28. **RESOLUTION NO. 96-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE OYSTER BAY EAST NORWICH CENTRAL SCHOOL DISTRICT. 189-17(CE)

29. **RESOLUTION NO. 97-2017**

A RESOLUTION MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE A LEASE AGREEMENT BETWEEN THE COUNTY OF NASSAU, AS TENANT AND THE MASSAPEQUA UNION FREE SCHOOL DISTRICT, AS LANDLORD FOR USE BY THE NASSAU COUNTY POLICE DEPARTMENT. 186-17(PW)

30. **RESOLUTION NO. 98-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE LONG ISLAND CHILDREN'S MUSEUM. 172-17(PK)

31. **RESOLUTION NO. 99-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE CORNELL COOPERATIVE EXTENSION NASSAU COUNTY. 184-17(PK)

32. **RESOLUTION NO. 67-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF VIVIAN PEREIRA TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 98-17(CE)

33. **RESOLUTION NO. 68-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF KENNETH HEINO TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 99-17(CE)

34. **RESOLUTION NO. 70-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF ARIE WEISSMAN TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 101-17(CE)

35. **RESOLUTION NO. 71-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S RE-APPOINTMENT OF IMMACULA OLIGARIO TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 108-17(CE)

36. **RESOLUTION NO. 72-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF SHIRLEY SHING TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 109-17(CE)

37. **RESOLUTION NO. 73-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S RE-APPOINTMENT OF SHARANJIT SINGH THIND TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 112-17(CE)

38. **RESOLUTION NO. 74-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF BOBBY KALOTEE TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 121-17(CE)

39. **RESOLUTION NO. 83-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S RE-APPOINTMENT OF WILLIAM MAHLAN TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 110-17(CE)

40. **RESOLUTION NO. 84-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S RE-APPOINTMENT OF ANGELA DAVIS TO THE NASSAU COUNTY COMMISSION ON HUMAN RIGHTS. 118-17(CE)

41. **RESOLUTION NO. 100-2017**

A RESOLUTION CONFIRMING THE REAPPOINTMENT OF LINDA H. GREEN AS A MEMBER OF THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES. 205-17(LE)

42. **RESOLUTION NO. 101-2017**

A RESOLUTION CONFIRMING THE REAPPOINTMENT OF DONNA TUMAN AS A MEMBER OF THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES. 206-17(LE)

43. **RESOLUTION NO. 102-2017**

A RESOLUTION CONFIRMING THE REAPPOINTMENT OF EDWARD POWERS AS A MEMBER OF THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES. 207-17(LE)

44. **RESOLUTION NO. 103-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF DONNA TUMAN TO THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES PURSUANT TO SECTION 6306 OF THE EDUCATION LAW. 187-17(CE)

45. **RESOLUTION NO. 104-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF EDWARD POWERS TO THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES PURSUANT TO SECTION 6306 OF THE EDUCATION LAW. 188-17(CE)

46. **RESOLUTION NO. 105-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF LINDA H. GREEN TO THE NASSAU COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES PURSUANT TO SECTION 6306 OF THE EDUCATION LAW. 193-17(CE)

47. **RESOLUTION NO. 106-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF PHILLIP ELLIOTT TO THE CORRECTIONAL CENTER BOARD OF VISITORS PURSUANT TO SECTION 2004 OF THE NASSAU COUNTY CHARTER.
168-17 (CE)

48. **RESOLUTION NO. 107-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF ARTHUR WILLIAMS TO THE CORRECTIONAL CENTER BOARD OF VISITORS PURSUANT TO SECTION 2004 OF THE NASSAU COUNTY CHARTER.
208-17 (CE)

49. **RESOLUTION NO. 108-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF JOSEPH BENTIVEGNA TO THE VOCATIONAL EDUCATION EXTENSION BOARD PURSUANT TO SECTION 203 OF THE NASSAU COUNTY CHARTER AND 1101 OF THE EDUCATION LAW. 179-17(CE)

50. **RESOLUTION NO. 109-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF RAYMOND MAGUIRE TO THE VOCATIONAL EDUCATION EXTENSION BOARD PURSUANT TO SECTION 203 OF THE NASSAU COUNTY CHARTER AND 1101 OF THE EDUCATION LAW. 180-17(CE)

51. **RESOLUTION NO. 110-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF CHRISTOPHER SHELTON TO THE VOCATIONAL EDUCATION EXTENSION BOARD PURSUANT TO SECTION 203 OF THE NASSAU COUNTY CHARTER AND 1101 OF THE EDUCATION LAW. 181-17(CE)

52. **RESOLUTION NO. 111-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S REAPPOINTMENT OF PHILIP MALLOY JR. TO THE VOCATIONAL EDUCATION EXTENSION BOARD PURSUANT TO SECTION 203 OF THE NASSAU COUNTY CHARTER AND 1101 OF THE EDUCATION LAW. 182-17(CE)

53. **RESOLUTION NO. 112-2017**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF DR. JOHN ZASO TO THE NASSAU COUNTY BOARD OF HEALTH PURSUANT TO SECTIONS 203 AND 902 OF THE NASSAU COUNTY CHARTER. 183-17(CE)

54. **RESOLUTION NO. 113-2017**

A RESOLUTION TO AUTHORIZE THE RELEASE OF THE SURETY BOND AND ESCROW DEPOSIT COVERING IMPROVEMENTS ON THE "THE MAP OF FAIRWAY ESTATES AT FARMINGDALE", SITUATED IN THE VILLAGE OF FARMINGDALE, TOWN OF OYSTER BAY, COUNTY OF NASSAU, NEW YORK. 157-17(PW/PL)

55. **RESOLUTION NO. 114-2017**

A RESOLUTION AUTHORIZING FUNDING THE BONDED INDEBTEDNESS RESERVE FUND. 178-17(OMB)

56. **RESOLUTION NO. 115-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 167-17(OMB)

57. **RESOLUTION NO. 116-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 174-17(OMB)

58. **RESOLUTION NO. 117-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 191-17(OMB)

59. **RESOLUTION NO. 118-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 192-17(OMB)

60. **RESOLUTION NO. 119-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 199-17(OMB)

61. **RESOLUTION NO. 120-2017**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 200-17(OMB)

62. **RESOLUTION NO. 121-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 159-17(AS)

63. **RESOLUTION NO. 122-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 160-17(AS)

64. **RESOLUTION NO. 123-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 161-17(AS)

65. **RESOLUTION NO. 124-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 162-17(AS)

66. **RESOLUTION NO. 125-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 163-17(AS)

67. **RESOLUTION NO. 126-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 201-17(AS)

68. **RESOLUTION NO. 127-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 202-17(AS)

69. **RESOLUTION NO. 128-2017**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 203-17(AS)

70. **RESOLUTION NO. 129-2017**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE VILLAGE OF ROSLYN IN CONNECTION WITH THE 2006 ENVIRONMENTAL BOND ACT. 205-16(PK)

THE FOLLOWING ITEMS WERE ADDED TO THE CALENDAR ON MAY 26, 2017

71. **RESOLUTION NO. 130-2017**

A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT PROVIDING DISABILITY BENEFITS FOR SHERIFFS, DEPUTY SHERIFFS, UNDERSHERIFFS AND CORRECTION OFFICERS. 217-17(OMB)

72. **RESOLUTION NO. 131-2017**

A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT PROVIDING DISABILITY BENEFITS FOR AMBULANCE MEDICAL TECHNICIAN SUPERVISORS, AMBULANCE MEDICAL TECHNICIAN COORDINATORS AND AMBULANCE MEDICAL TECHNICIANS. 218-17(OMB)

73. **RESOLUTION NO. 132-2017**

A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT PROVIDING ACCIDENTAL DISABILITY BENEFITS FOR CHIEF FIRE MARSHALS, ASSISTANT CHIEF FIRE MARSHALS, DIVISION SUPERVISING FIRE MARSHALS, SUPERVISING FIRE MARSHALS, FIRE MARSHALS AND FIRE MARSHAL TRAINEES. 220-17(OMB)

74. **RESOLUTION NO. 133-2017**

A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT EXTENDING THE AUTHORITY OF THE COUNTY OF NASSAU TO IMPOSE ADDITIONAL SALES AND COMPENSATING USE TAXES, AND EXTEND LOCAL GOVERNMENT ASSISTANCE PROGRAMS IN NASSAU COUNTY. 221-17(OMB)

75. **RESOLUTION NO. 134-2017**

A RESOLUTION REQUESTING THE LEGISLATURE OF THE STATE OF NEW YORK TO ENACT AND THE GOVERNOR TO APPROVE AN ACT EXTENDING THE AUTHORITY OF THE COUNTY OF NASSAU TO IMPOSE HOTEL AND MOTEL TAXES. 222-17(OMB)

THE FOLLOWING ITEMS MAY BE UNTABLED

76. **ORDINANCE NO. 14-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING $74,986,552 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 49-16(PW)

77. **ORDINANCE NO. 15-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $164,283,342.78 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 50-16(PW)

78. **RESOLUTION NO. 140-2016**

A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310(D) OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 306-16(AT)

79. **ORDINANCE NO. 17-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING $2,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 103-17(PW)

NOTICE IS HEREBY GIVEN **that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.**

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and South Shore Child Guidance Association, Inc.
RE: Comm. Support/Art. 28 & 31. $1,021,967.00. ID# CQHS17000126.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Family & Children's Association. RE: OMH Grant. $20,449.00.
ID# CLHS16000061.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Nassau Suffolk Law Services Committee, Inc. RE: Advocacy/Support. $212,624.00. ID# CQHS17000134.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and North Shore Child & Family Guidance Association, Inc.
RE: Community Based MH (Local Assistance). $50,100.00. ID# CQHS17000114.

County of Nassau acting on behalf of Human Services, Office for the Aging and The Salvation Army. RE: Home Delivered Meals (WIN). $65,876.00.
ID# CQHS16000030.

County of Nassau acting on behalf of Office of Community Development and Manorhaven Village. RE: CDBG. $200,000.00. ID# CLHI17000005.

County of Nassau acting on behalf of Office of Community Development and Family & Children's Association. RE: ESG/CDBG. $156,593.00. ID# CQHI16000015.

County of Nassau acting on behalf of Office of Community Development and LI Conservatory of Music. RE: CDBG. $35,000.00. ID# CQHI17000008.

County of Nassau acting on behalf of Office of Community Development and Hempstead Village. RE: CDBG. $.00 ID# CQHI17000004
County of Nassau acting on behalf of Social Services and Annie Marie Bryant.
RE: Adult Foster Home. $.03. ID# CQSS17000017.

County of Nassau acting on behalf of Social Services and Eunise Franklin.
RE: Adult Foster Home. $.03. ID# CQSS17000019.

County of Nassau acting on behalf of Social Services and Martine Debrosse-Campbell.
RE: Adult Foster Home. $.03. ID# CQSS16000044.

County of Nassau acting on behalf of Human Services, Office of Youth Services and Hempstead Hispanic Civic Association, Inc. RE: Youth Development. $32,770.00. ID# CQHS17000121.

County of Nassau acting on behalf of Parks, and Axis Security & Patrol.
RE: Professional. $15,000.00. ID# CLPK17000002.

County of Nassau acting on behalf of Social Services and Paulette Julien.
RE: Adult Foster Home. $.03. ID# CQSS17000016.

County of Nassau acting on behalf of Social Services and Economic Opportunity Commission (EOC) of Nassau County, Inc. RE: Employment Servcies. $150,813.00. ID# CLSS17000024.

County of Nassau acting on behalf of Social Services and Family & Children's Association (FCA). RE: Preventive Services. $409,342.00. ID# CLSS17000004.

County of Nassau acting on behalf Human Services and The Hispanic Brotherhood of Rockville Center, Inc. RE: Congregate Meals. $15,000.00. ID# CQHS17000037.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Family & Children's Association.
RE: Substance Abuse Treatment /Prevention. $41,994.00. ID# CLHS16000030.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and South Shore Child Guidance Association, Inc.
RE: Community Base MH (Local Assistance). $50,100.00. ID# CQHS17000125.

County of Nassau acting on behalf of Human Services, Office for the Aging and Catholic Charities of the Diocese of Rockville Centre.
RE: Congregate Meals/Family Caregiver. $661,457.00. ID# CQHS17000044.

County of Nassau acting on behalf of Human Services, Office for the Aging and Herricks Union Free School District. RE: Congregate Meals/Family Caregiver. $186,634.00. ID# CQHS17000043.

County of Nassau acting on behalf of Human Services – Office of Youth Services and Tempo Youth Services, Inc. RE: Youth Development. $30,875.00. ID# CQHS17000142.

County of Nassau acting on behalf of Human Services – Office of Youth Services and La Fuerza Unida. RE: Youth Development/Delinquency Program. $133,866.00. ID# CQHS17000145.

County of Nassau acting on behalf of Human Services – Office of Youth Services and Time Out Club of Hempstead, Inc. RE: Youth Development. $176,540.00. ID# CQHS17000160.

County of Nassau acting on behalf of Human Services – Office of Youth Services and Association for the Community Parent Center, Inc. RE: Youth Development. $10,000.00. ID# CQHS17000101.

County of Nassau acting on behalf of Office of Community Development and Malverne. Village. RE: CDBG. $50,000.00. ID# CQHI17000004.

County of Nassau acting on behalf of Office of Community Development and Community Mainstreaming Associates. RE: CDBG. $35,000.00. ID# CQHI17000010.

County of Nassau acting on behalf of Office of Community Development and Long Beach City. RE: CDBG. $404,000.00. ID# CQHI17000013.

THE NASSAU COUNTY LEGISLATURE

WILL CONVENE NEXT

COMMITTEE MEETINGS

MONDAY JUNE 5, 2017 at 1:00PM

AND

FULL LEGISLATURE MEETING

MONDAY JUNE 19, 2017 at 1:00PM