

1.

Legislative Calendar

Documents:

5-23-18.pdf

2.

Proposed Ordinances

Documents:

PROPOSED ORD. 38-18.pdf

PROPOSED ORD. 39-18.pdf

PROPOSED ORD. 40-18.pdf

PROPOSED ORD. 41-18.pdf

PROPOSED ORD. 42-18.pdf

PROPOSED ORD. 43-18.pdf

PROPOSED ORD. 44-18.pdf

PROPOSED ORD. 45-18.pdf

3.

Rules Committee Agenda

Documents:

R-5-23-18.pdf

E-64-18 ADDITIONAL BACKUP NCWEB.pdf

E-64-18 NCWEB.pdf

LEGISLATIVE CALENDAR

NASSAU COUNTY LEGISLATURE
SIXTH MEETING
SIXTH MEETING OF 2018

MINEOLA, NEW YORK
MAY 23, 2018 1:00P.M.

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 PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO PROHIBITING THE SALE OF AGE RESTRICTED PRODUCTS TO INDIVIDUALS UNDER THE AGE OF TWENTY-ONE. 173-18(LE)

2. **HEARING ON PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY CHARTER TO ADJUST THE QUALIFICATION OF ADMINISTRATIVE EMPLOYEES OF THE FIRE COMMISSION. 199-18(FC)

3. **HEARING ON PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO PROHIBIT THE USE AND SALE OF SPARKLING DEVICES. 212-18(FC)

4. **VOTE ON PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO PROHIBITING THE SALE OF AGE RESTRICTED PRODUCTS TO INDIVIDUALS UNDER THE AGE OF TWENTY-ONE. 173-18(LE)

5. **VOTE ON PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY CHARTER TO ADJUST THE QUALIFICATION OF ADMINISTRATIVE EMPLOYEES OF THE FIRE COMMISSION. 199-18(FC)

6. **VOTE ON PROPOSED LOCAL LAW NO. -2018**

A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE TO PROHIBIT THE USE AND SALE OF SPARKLING DEVICES. 212-18(FC)

7. **ORDINANCE NO. 38-2018**

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE GRANT OF AN EASEMENT TO LONG ISLAND ELECTRIC UTILITY SERVCO, LLC AS AGENT OF AND ACTING ON BEHALF OF LONG ISLAND LIGHTING COMPANY D/B/A LIPA OVER A PARCEL OF COUNTY-OWNED REAL PROPERTY SITUATED IN UNIONDALE/EAST GARDEN CITY, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS SECTION 44, BLOCK F, PART OF LOT 317E ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN EASEMENT AGREEMENT AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO GRANT SUCH EASEMENT. 181-18(PW/RE)

8. **ORDINANCE NO. 39-2018**

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE GRANT OF AN EASEMENT TO KEYSpan GAS EAST CORPORATION D/B/A NATIONAL GRID OVER A PARCEL OF COUNTY-OWNED REAL PROPERTY SITUATED IN UNIONDALE/EAST GARDEN CITY, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS SECTION 44, BLOCK F, PART OF LOT 317E AND 407 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN EASEMENT AGREEMENT AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO GRANT SUCH EASEMENT. 182-18(PW/RE)

9. **ORDINANCE NO. 40-2018**

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT AND CONSENT TO AN ASSIGNMENT OF A LEASE BETWEEN THE COUNTY OF NASSAU, AS LANDLORD AND BELZONA MOLECULAR, INC., AS TENANT FOR PREMISES LOCATED AT 100 CHARLES LINDBERGH BOULEVARD, UNIONDALE, NEW YORK AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH. 216-18(PW/RE)

10. **ORDINANCE NO. 41-2018**

AN ORDINANCE AMENDING ORDINANCE NO. 155-2014, WHICH AMENDED ORDINANCE NO. 113-2005, WHICH AMENDED ORDINANCE NO. 90-2003, ENTITLED "TO ESTABLISH A TAXI AND LIMOUSINE COMMISSION AND TO PROVIDE FOR THE REGISTRATION OF FOR-HIRE VEHICLES. 200-18(CA)

11 **ORDINANCE NO. 42-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS. 202-18(OMB)

12. **ORDINANCE NO. 43-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS. 203-18(OMB)

13. **ORDINANCE NO. 44-2018**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 204-18(OMB)

14. **ORDINANCE NO. 45-2018**

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 2017. 214-18(OMB)

15. **RESOLUTION NO. 60-2018**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED ROBINSON V. COUNTY OF NASSAU, ET AL., DOCKET NO. 12 -CV-04649 (JMA)(ARL) PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 196-18(AT)

16. **RESOLUTION NO. 61-2018**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, AS SET FORTH IN THE ACTION ENTITLED VENIOS-BILDER V. CRAIG L. VICKERS AND COUNTY OF NASSAU, FILE NO: 15T76838 PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 197-18(AT)

17. **RESOLUTION NO. 62-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION IN RELATION TO THE NEW YORK STATE SEPTIC SYSTEM REPLACEMENT PROGRAM. 172-18(PW)

18. **RESOLUTION NO. 63-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE WANTAGH UNION FREE SCHOOL DISTRICT TO IMPROVE THE SOFTBALL FIELDS AT WANTAGH HIGH SCHOOL. 176-18(CE)

19. **RESOLUTION NO. 64-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF WILLISTON PARK IN RELATION TO A PROJECT TO PROCURE A SCBA REFILLING STATION FOR THE VILLAGE. 194-18(CE)

20. **RESOLUTION NO. 65-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF HEMPSTEAD IN RELATION TO PROVIDING LIFEGUARD SERVICES AT NICKERSON BEACH. 195-18(CE)

21. **RESOLUTION NO. 66-2018**

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 MUSEUMS AT MITCHEL. 191-18(PK)

22. **RESOLUTION NO. 67-2018**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DISTRICT ATTORNEY'S OFFICE, AND THE LONG ISLAND CRISIS CENTER. 192-18(DA)

23. **RESOLUTION NO. 68-2018**

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 AFRICAN ATLANTIC GENEALOGICAL SOCIETY. 193-18(PK)

24. **RESOLUTION NO. 69-2018**

A RESOLUTION DESIGNATING BRIAN SCHNEIDER AS THE RESPONSIBLE LOCAL OFFICIAL FOR THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION'S EQUITABLE BUSINESS OPPORTUNITIES SYSTEM. 207-18(OMB)

25. **RESOLUTION NO. 70-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF ISMA CHAUDHRY TO THE MINORITY AFFAIRS COUNCIL. 150-18(CE)

26. **RESOLUTION NO. 71-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF AMAN BHASIN TO THE MINORITY AFFAIRS COUNCIL. 152-18(CE)

27. **RESOLUTION NO. 72-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF DEBRA WHEAT WILLIAMS TO THE MINORITY AFFAIRS COUNCIL. 153-18(CE)

28. **RESOLUTION NO. 73-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF WILLIAM A. WATSON, JR. TO THE MINORITY AFFAIRS COUNCIL. 154-18(CE)

29. **RESOLUTION NO. 74-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF LUCAS SANCHEZ TO THE MINORITY AFFAIRS COUNCIL. 155-18(CE)

30. **RESOLUTION NO. 75-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF REVEREND STEPHEN MICHAEL LEWIS TO THE MINORITY AFFAIRS COUNCIL. 156-18(CE)

31. **RESOLUTION NO. 76-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF GABRIELA A. GUZMAN TO THE MINORITY AFFAIRS COUNCIL. 157-18(CE)

32. **RESOLUTION NO. 77-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF PASTOR REGINA WILLIAMS TO THE MINORITY AFFAIRS COUNCIL. 158-18(CE)

33. **RESOLUTION NO. 78-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF CHARLES DICKENS III TO THE MINORITY AFFAIRS COUNCIL. 161-18(CE)

34. **RESOLUTION NO. 79-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF SHANI BRUNO TO THE MINORITY AFFAIRS COUNCIL. 163-18(CE)

35. **RESOLUTION NO. 80-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF ROBERT SOCOLOF TO THE MINORITY AFFAIRS COUNCIL. 165-18(CE)

36. **RESOLUTION NO. 81-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF RABBI ART VERNON TO THE MINORITY AFFAIRS COUNCIL. 166-18(CE)

37. **RESOLUTION NO. 82-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF KYLE ROSE-LOUDER TO THE MINORITY AFFAIRS COUNCIL. 167-18(CE)

38. **RESOLUTION NO. 83-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF NADINE BURNETT TO THE MINORITY AFFAIRS COUNCIL. 168-18(CE)

39. **RESOLUTION NO. 84-2018**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF MELROSE B. CORLEY TO THE MINORITY AFFAIRS COUNCIL. 170-18(CE)

40. **RESOLUTION NO. 85-2018**

A RESOLUTION AUTHORIZING THE TREASURER TO FURNISH THE OFFICE OF EMERGENCY MANAGEMENT WITH A PETTY CASH FUND IN THE AMOUNT OF FIVE HUNDRED DOLLARS. 169-18(OMB)

41. **RESOLUTION NO. 86-2018**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 183-18(OMB)

42. **RESOLUTION NO. 87-2018**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 205-18(OMB)

43. **RESOLUTION NO. 88-2018**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2018. 206-18(OMB)

44.

RESOLUTION NO. 89-2018

A RESOLUTION PROVIDING FOR THE ISSUANCE OF A WARRANT DIRECTING THE TREASURER OF THE COUNTY OF NASSAU TO PAY TO THE SUPERVISORS OF THE SEVERAL TOWNS AND TO THE TREASURERS OF THE SEVERAL VILLAGES AND CITIES WITHIN THE COUNTY OF NASSAU, THE SUMS AS APPORTIONED BY THE NASSAU COUNTY LEGISLATURE BASED ON A REPORT FILED BY THE COUNTY TREASURER AND THE COUNTY CLERK, SHOWING DEPOSITS FROM MORTGAGE TAXES FOR THE QUARTER BEGINNING JANUARY 1, 2018 THROUGH MARCH 31, 2018; PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 184-18(LE)

45.

RESOLUTION NO. 90-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS** 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. 177-18(AS)

46.

RESOLUTION NO. 91-2018

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** 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. 178-18(AS)

47.

RESOLUTION NO. 92-2018

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** 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. 179-18(AS)

48.

RESOLUTION NO. 93-2018

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 REMOVE AS VALOREM TAX FROM** 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. 180-18(AS)

49

RESOLUTION NO. 94-2018

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** 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. 185-18(AS)

50.

RESOLUTION NO. 95-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS** 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. 186-18(AS)

51.

RESOLUTION NO. 96-2018

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 CORRECT ERRONEOUS** 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. 187-18(AS)

52.

RESOLUTION NO. 97-2018

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 CORRECT ERRONEOUS** 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. 188-18(AS)

53.

RESOLUTION NO. 98-2018

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 CORRECT ERRONEOUS** 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. 189-18(AS)

54.

RESOLUTION NO. 99-2018

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE **CITY OF GLEN COVE TO PARTIALLY EXEMPT** 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. 190-18(AS)

55.

RESOLUTION NO. 100-2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF HEMPSTEAD IN RELATION TO PROCURING AND INSTALLING A RECREATIONAL IMPROVEMENT PROJECT AT WYNSUM AVENUE PARK. 236-18(CE)

THE FOLLOWING ITEM MAY BE UNTABLED

56.

ORDINANCE NO. 26-2018

AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A CONTRACT WITH TRANSDEV SERVICES, INC. FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF A NASSAU COUNTY BUS SYSTEM. 135-18(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 Social Services and American Records Management Systems, Inc. RE: Records Management. \$175,000.00 ID#CLSS18000032.

County of Nassau acting on behalf of Social Services and Economic Opportunity Commission of Nassau County, Inc. (EOC). RE: Employment Services. \$286,763.00. ID#CLSS18000026.

County of Nassau acting on behalf of Human Services and Confide, Inc.
RE: Chemical Dependency. \$574,085.00, ID#CQHS18000153.

County of Nassau acting on behalf of Human Services and Hispanic Counseling Center, Inc.
RE: Youth Development. \$122,228.00 ID#CQHS18000039.

County of Nassau acting on behalf of Human Services and Central Nassau Guidance and Counseling Services, Inc. RE: OMH PROS/ACT/LA. \$629,940.00. ID#CQHS18000062.

County of Nassau acting on behalf of Human Services and North Shore Child and Family Guidance Association, Inc. RE: OMH-Community Support Services. \$1,016,579.00.
ID#CQHS18000085.

County of Nassau acting on behalf of Human Services and Sid Jacobson Jewish Community Center. RE: OF A SID J E. \$98,299.00. ID#CQHS18000019.

County of Nassau acting on behalf of Human Services and Central Nassau Guidance and Counseling Services, Inc. RE: OMH Health Home. \$974,094.00 ID#CQHS18000064.

County of Nassau acting on behalf of Human Services and PSCH, Inc. RE: OMH PROS. \$160,376.00 ID#CQHS18000088.

County of Nassau acting on behalf of Social Services and The Safe Center LI, Inc.
RE: Domestic Violence Residential. \$650,000.00 ID#CLSS18000029.

County of Nassau acting on behalf of Social Services and North American Family Instit., Inc. (NAFI). RE: Preventative. \$536,368.00. ID#CLSS18000027.

County of Nassau acting on behalf of Social Services and Long Island Cares, Inc. d/b/a The Harry Chapin Food Bank. RE: Food Bank Services. \$24,500.00.ID#CLSS18000009.

County of Nassau acting on behalf of Public Works and United States Geological Survey.
RE: Hydrogeological Data Collection, Monitoring, Recording. \$224,020.00.
ID#CQPW17000005.

County of Nassau acting on behalf of Public Works and Bancker Construction Corp.
RE: Water Main Requirements Contract- Amendment 2. \$50,000.00. ID#CLPW17000016.

County of Nassau Acting n behalf of Health and David Moshayev.
RE: Preschool Special Education. \$0.01. ID#CQHE17000013.

County of Nassau acting on behalf of Human Services and South Shore Child Guidance Association, Inc. RE: OMH Comm. Support. \$265,700.00 ID#CQHS17000047.

County of Nassau acting on behalf of Human Services and Family & Children's Association, Inc. RE: Youth Development. \$268,118.00. ID#CQHS18000031.

County of Nassau acting on behalf of Human Services and Five Towns Community Center, Inc. RE: Youth Development. \$308,921.00. ID#CQHS18000032.

County of Nassau acting on behalf of Social Services and Hillcrest Educational Center.
RE: Foster Care. \$.02. ID#CQSS17000095.

County of Nassau acting on behalf of Social Services and Benzaquen Psychological Services, PLLC. RE: Psychological Evaluation. \$.01. ID#CLSS18000020.

County of Nassau acting on behalf of Housing and Intergovernmental and Long Island Coalition for the Homeless. RE: CDBG Services. \$.01. ID# CLHI18000001.

County of Nassau acting on behalf of Housing and Intergovernmental and Long Island Youth Foundation. RE: CDBG. \$40,000.00. ID# CLHI17000065.

County of Nassau acting on behalf of Housing and Intergovernmental and Village of Sea Cliff.
RE: CDBG. \$55,000.00. ID# CQHI17000034.

County of Nassau acting on behalf of Human Services and Long Beach Martin Luther King Center, Inc. RE: Youth Development. \$135,000.00. ID#CQHS18000043.

County of Nassau acting on behalf of Human Services and Catholic Charities.
RE: OFA CC CSE Amendment. \$100,000.00. ID#CLHS17000045.

County of Nassau acting on behalf of Human Services and Family and Children's Association.
RE: Chemical Dependency. \$1,781,748.00. ID#CQHS18000139.

County of Nassau acting on behalf of Human Services and Long Beach Reach, Inc.
RE: Youth Development. \$300,855.00. ID#CQHS18000044.

County of Nassau acting on behalf of Human Services and YES Community Counseling Center, Inc. RE: Youth Development. \$241,841.00. ID#CQHS18000054.

County of Nassau acting on behalf of Human Services and Abilities, Inc.
RE: OMH ISE. \$25,560.00. ID#CQHS18000057.

County of Nassau acting on behalf of Human Services and North Shore Child & Family Guidance Association, Inc. RE: OMH Article 28/31. \$125,250.00. ID#CQHS18000084.

County of Nassau acting on behalf of Human Services and Five Towns Community Center, Inc. RE: Chemical Dependency. \$273,100.00. ID#CQHS18000152.

County of Nassau acting on behalf of Human Services and Youth and Family Counseling Agency of Oyster Bay – East Norwich, Inc. RE: Chemical Dependency. \$226,273.00. ID#CQHS18000148.

County of Nassau acting on behalf of Human Services and Economic Opportunity Commission of Nassau County, Inc. RE: Youth Development. \$123,900.00. ID#CQHS18000029.

County of Nassau acting on behalf of Human Services and Long Island Advocacy Center. RE: Youth Development. \$80,270.00. ID#CQHS18000046.

County of Nassau acting on behalf of Human Services and Nassau Suffolk Law Services Comm, Inc. RE: OFA NSLS B. \$237,953.00. ID#CQHS18000015.

County of Nassau acting on behalf of Human Services and Glen Cove Boys/Girls Club at Lincoln House, Inc. RE: Youth Development. \$30,412.00. ID#CQHS18000034.

County of Nassau acting on behalf of Housing and Intergovernmental and La Fuerza Unida CDC. RE: CDBG. \$20,000.00. ID# CQHI17000069.

County of Nassau acting on behalf of Social Services and Community Maternity Services. RE: Foster Care. \$.02. ID#CQSS17000093.

County of Nassau acting on behalf of Social Services and EAC, Inc. RE: Adult Guardianship. \$.01. ID#CQSS17000093.

County of Nassau acting on behalf of Social Services and Domond Holdings Corp. d/b/a Red Door Child Care Co. RE: Day Care. \$.01. ID#CQSS17000072.

County of Nassau acting on behalf of Human Services and North Shore Child & Family Guidance Association, Inc. RE: OMH Contract VAP. \$257,475.00. ID#CQHS18000108.

County of Nassau acting on behalf of Human Services and Southeast Nassau Guidance Center, Inc. RE: Chemical Dependency. \$1,400,704.00. ID#CQHS18000147.

County of Nassau acting on behalf of Human Services and South Shore Child Guidance Association, Inc. RE: Chemical Dependency. \$270,966.00. ID#CQHS18000151.

County of Nassau acting on behalf of Human Services and New Horizons Counseling Center. RE: OMH CSS/REINV. \$571,771.00. ID#CQHS18000087.

County of Nassau acting on behalf of Human Services and The Rehabilitation Institute.
RE: OMH CSS/REINV./PSYCH REHAB \$177,750.00. ID#CQHS18000095.

County of Nassau acting on behalf of Human Services and Oceanside Counseling Center, Inc.
RE: Chemical Dependency. \$441,255.00. ID#CQHS18000150.

County of Nassau acting on behalf of Housing and Intergovernmental and Village of Rockville
Centre. RE: CDBG. \$.01. ID#CLHI17000010.

County of Nassau acting on behalf of Housing and Intergovernmental and Long Beach Coalition
for the Homeless. RE: ESG Services. \$650,000.00. ID#CLHI18000004.

THE NASSAU COUNTY LEGISLATURE
WILL CONVENE NEXT
COMMITTEE MEETINGS ON
MONDAY JUNE 4, 2018 at 1:00PM
AND
FULL LEGISLATURE MEETING ON
MONDAY JUNE 18, 2018 at 1:00PM

PROPOSED ORDINANCE NO. 38 - 2018

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE GRANT OF AN EASEMENT TO LONG ISLAND ELECTRIC UTILITY SERVCO, LLC AS AGENT OF AND ACTING ON BEHALF OF LONG ISLAND LIGHTING COMPANY D/B/A LIPA OVER A PARCEL OF COUNTY-OWNED REAL PROPERTY SITUATED IN UNIONDALE/EAST GARDEN CITY, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS SECTION 44, BLOCK F, PART OF LOT 317E ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN EASEMENT AGREEMENT AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO GRANT SUCH EASEMENT.

WHEREAS, the County of Nassau did heretofore acquire title to the above-described property (the “Premises”); and

WHEREAS, Long Island Electric Utility Servco, LLC, as agent of and acting on behalf of Long Island Lighting Company d/b/a LIPA (the “Grantee”) desires to construct, operate and maintain an electrical utility substation and related equipment on the Premises to upgrade capacity and to provide for electrical transmission and interconnection facilities in the adjoining service area; and

WHEREAS, the Grantee has requested that the County grant to the Grantee an easement (the “Easement”) over the Premises to install and maintain such substation and related transmission and interconnection electric facilities; and

WHEREAS, the Grantee has executed an easement agreement (the “Easement Agreement”) containing terms and conditions relating to the creation of the Easement; and

WHEREAS, the County has determined that a grant of the Easement over the Premises will not pose a hardship to the County’s use of the Premises; and

WHEREAS, the County has no objection to the grant of the Easement over the Premises, subject to the terms and conditions contained in the Easement Agreement; and

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission has reviewed the proposed action, namely the grant of the Easement over the Premises, and determined that it is an “Unlisted Action” pursuant to the New York State Environmental Quality Review Act (“SEQRA”), and has further reviewed the Environmental Assessment Form (“EAF”) for the proposed action and recommends that the Legislature, upon its review of the (“EAF”) and any supporting documentation, if any, determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review; and

WHEREAS, the Nassau County Planning Commission, acting in an advisory capacity to the Nassau County Legislature, passed a resolution regarding the proposed action, a copy of such resolution being attached hereto as Appendix A and incorporated herein, recommending that the Legislature conclude that no further environmental review or action is required on such proposed action.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

.

SECTION 1. That the County Executive be and is hereby authorized to grant the Easement over the Premises, which Premises is more particularly described as follows:

All that certain plot, piece or parcel of land situate, lying and being in the unincorporated area known as Uniondale/East Garden City, Town of Hempstead, County of Nassau, State of New York, known and designated as Section 44, Block F, part of Lot 317E on the Land and Tax Map of the County of Nassau as more fully bounded and described in Schedule A attached hereto

subject to all of the terms and conditions as outlined in the Easement Agreement

SECTION 2. That the County Executive be and she is hereby authorized to execute on behalf of the County of Nassau, the Easement Agreement, subject to all the terms and conditions as contained in said Easement Agreement.

SECTION 3. That the County Executive is hereby authorized to execute any and all ancillary documents necessary to carry out the purposes of the Easement Agreement.

SECTION 4. That 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 the proposed grant of the Easement over the Premises, has been determined not to have a significant effect on the environment and no further review is required for the reasons set forth in the attached Determination of Non-Significance.

SECTION 5. This Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 39 - 2018

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE GRANT OF AN EASEMENT TO KEYSpan GAS EAST CORPORATION D/B/A NATIONAL GRID OVER A PARCEL OF COUNTY-OWNED REAL PROPERTY SITUATED IN UNIONDALE/EAST GARDEN CITY, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS SECTION 44, BLOCK F, PART OF LOTS 317E AND 407 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN EASEMENT AGREEMENT AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO GRANT SUCH EASEMENT.

WHEREAS, the County of Nassau did heretofore acquire title to the above-described property (the “Premises”); and

WHEREAS, KeySpan Gas East Corporation d/b/a National Grid (the “Grantee”) desires to install and maintain an underground natural gas pipe and gas regulator station and related equipment on the Premises (collectively the “Facilities”) to reinforce the gas supply and reliability to the local area including the Cogeneration plant and Nassau Community College; and

WHEREAS, the Grantee has requested that the County grant to the Grantee an easement (the “Easement”) over the Premises to install and maintain such Facilities; and

WHEREAS, the Grantee has executed an easement agreement (the “Easement Agreement”) containing terms and conditions relating to the creation of the Easement; and

WHEREAS, the County has determined that a grant of the Easement over the Premises will not pose a hardship to the County's use of the Premises; and

WHEREAS, the County has no objection to the grant of the Easement over the Premises, subject to the terms and conditions contained in the Easement Agreement; and

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission has reviewed the proposed action, namely the grant of the Easement over the Premises, and determined that it is an "Unlisted Action" pursuant to the New York State Environmental Quality Review Act ("SEQRA"), and has further reviewed the Environmental Assessment Form ("EAF") for the proposed action and recommends that the Legislature, upon its review of the ("EAF") and any supporting documentation, if any, determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review; and

WHEREAS, the Nassau County Planning Commission, acting in an advisory capacity to the Nassau County Legislature, passed a resolution regarding the proposed action, a copy of such resolution being attached hereto as Appendix A and incorporated herein, recommending that the Legislature conclude that no further environmental review or action is required on such proposed action.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

.

SECTION 1. That the County Executive be and is hereby authorized to grant the Easement over the Premises, which Premises is more particularly described as follows:

All that certain plot, piece or parcel of land situate, lying and being in the unincorporated area known as Uniondale/East Garden City, Town

of Hempstead, County of Nassau, State of New York, known and designated as Section 44, Block F, part of Lots 317E and 407 on the Land and Tax Map of the County of Nassau as more fully bounded and described in Schedule A attached hereto

subject to all of the terms and conditions as outlined in the Easement Agreement

SECTION 2. That the County Executive be and she is hereby authorized to execute on behalf of the County of Nassau, the Easement Agreement, subject to all the terms and conditions as contained in said Easement Agreement.

SECTION 3. That the County Executive is hereby authorized to execute any and all ancillary documents necessary to carry out the purposes of the Easement Agreement.

SECTION 4. That 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 the proposed grant of the Easement over the Premises, has been determined not to have a significant effect on the environment and no further review is required for the reasons set forth in the attached Determination of Non-Significance.

SECTION 5. This Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 40- 2018

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT AND CONSENT TO AN ASSIGNMENT OF A LEASE BETWEEN THE COUNTY OF NASSAU, AS LANDLORD AND BELZONA MOLECULAR, INC., AS TENANT FOR PREMISES LOCATED AT 100 CHARLES LINDBERGH BOULEVARD, UNIONDALE, NEW YORK AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE ANY AND ALL DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the County of Nassau is the Landlord under a Lease, dated December 16, 1980 between the County of Nassau, as Landlord and Belzona Molecular, Inc as Tenant as modified by Agreement, dated July 14, 1981 for the premises located at 100 Charles Lindbergh Boulevard, Uniondale, New York, and

WHEREAS, 102 Kings Point Road Associates, Inc. and CLB 100, LLC, as tenants-in-common are the current Tenants under said Lease, and

WHEREAS, the Lease contains a prohibition on the assignment of such Lease to an entity which may create a real property tax exempt status and the parties desire to amend the Lease to permit the assignment of said Lease Agreement to The Academy Charter School, a 501(C)(3) entity that is exempt from the payment of real property taxes pursuant to applicable provisions of law, and.

WHEREAS, the proposed action has been reviewed and found to be an “Unlisted Action” pursuant to the New York State Environmental Quality Review Act (“SEQRA”) and the Environmental Assessment Form (“EAF”) for the proposed action has been reviewed and that the Nassau County Legislature upon its review of the (“EAF”) and any supporting documentation determines that the evidence before it

indicates that the proposed action will have no significant environmental impact and does not require further environmental review;

THEREFORE, BE IT ORDANED BY THE LEGISLATURE OF THE
COUNTY OF NASSAU AS FOLLOWS:

1., That the County Executive be, and she is hereby authorized to execute the Amendment of Lease, Consent to Assignment of Lease and any ancillary documents and instruments necessary to effectuate said Amendment and Consent to Assignment.

2. That pursuant to the 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, the proposed amendment of lease has been classified as an Unlisted Action determined not to have a significant effect on the environment and that no further review is required for the reasons set forth in the attached Determination of Non-Significance;

3. That this Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 41 - 2018

AN ORDINANCE AMENDING ORDINANCE NO. 155-2014, WHICH AMENDED ORDINANCE NO. 113-2005, WHICH AMENDED ORDINANCE NO. 90-2003, ENTITLED “TO ESTABLISH A TAXI AND LIMOUSINE COMMISSION AND TO PROVIDE FOR THE REGISTRATION OF FOR-HIRE VEHICLES.”

WHEREAS, Nassau County Legislature passed Ordinance No. 90-2003, establishing a Taxi and Limousine Commission and providing for the registration of for-hire vehicles; and

WHEREAS, Nassau County Legislature passed Ordinance No. 113-2005, amending Ordinance No. 90-2003; and

WHEREAS, Nassau County Legislature passed Ordinance No. 155-2014, amending Ordinance No. 113-2005; and

WHEREAS, the many unlicensed passenger vehicles operating for-hire within Nassau County continue to pose a danger to County residents because these vehicles may be uninsured and unsafe; and

WHEREAS, this Ordinance provides for the registration by Nassau County of for-hire vehicles including properly licensed taxicabs, limousines and private livery vehicles, and prohibits the operation of any unregistered vehicle as a taxicab, limousine or private livery vehicle; now, therefore

BE IT ORDAINED BY THE COUNTY LEGISLATURE OF NASSAU COUNTY, Ordinance No. 155-2014, which amended Ordinance No. 113-2005, which amended Ordinance No. 90-2003, entitled “To Establish A Taxi and Limousine Commission and to Provide for the Registration of For-Hire Vehicles,” is hereby amended to read as follows:

Section 1. Definitions.

(a) "Base station" shall mean the location from which a for-hire vehicle is dispatched.

(b) “Board” shall mean the Nassau County Taxi and Limousine Board

(c) “Commissioner” shall mean the Commissioner of the Nassau County Department of Consumer Affairs.

- (d) "Hack license" shall mean a valid license to operate a for-hire vehicle issued by a city, county, town or village.
- (e) "Operate" shall mean to pick up or drop off passengers.
- (f) "Permit to operate" shall mean to own or lease the base station from which a for-hire vehicle is dispatched.
- (g) "Person" shall mean an individual, a partnership, an unincorporated association, a corporation or any other legal entity.
- (h) "Primary Owner" shall mean the vehicle owner with the predominant financial interest in such vehicle.

Section 2. Registration of For-Hire Vehicles.

(a) No person may operate or permit to be operated a for-hire vehicle in the County of Nassau without a certificate of registration for such vehicle issued by the Nassau County Department of Consumer Affairs. Such certificate of registration shall be issued only: (i) to for-hire vehicle owners, taxi medallion owners and base station owners who hold taxicab, limousine, or private livery vehicle licenses issued by another municipality, in addition to any license required by the State of New York, or (ii), pursuant to regulations recommended by the Board and adopted by the Commissioner. An owner, taxi medallion owner and any base station owner shall jointly register with the County each and every for-hire vehicle on an annual basis. Every for-hire vehicle registered shall conspicuously display a County registration certificate within the view of

the passengers therein and such registration certificate shall include a registration number issued by the Nassau County Department of Consumer Affairs, a hack license, and the telephone number of the base station owner where the vehicle is operated from a base station. Every for-hire vehicle registered shall also be issued a registration sticker which must be displayed as required by the regulations of the Nassau County Department of Consumer Affairs and which shall indicate the purposes for which the vehicle is registered. No person may operate a for-hire vehicle registered by Nassau County in a manner not authorized by such registration. Only for-hire vehicles registered by the County that are licensed by a municipality within the County and whose place of business and location of dispatch is in Nassau County or for-hire vehicles whose place of business and dispatch is in Nassau County and that are authorized by the New York State Department of Transportation to operate within Nassau County, shall, to the extent practicable, be issued Commission license plates, which, once issued, are required to be displayed.

(b) All current vehicle registrations made with the Nassau County Taxi and Limousine Commission shall remain valid until such registration expires.

Section 3. Fees. The initial fee for a for-hire vehicle registration shall be three hundred (\$300.00) dollars per vehicle. The registration shall be valid for a period of

one (1) year from the date of issue. The annual renewal fee for a for-hire vehicle shall be two hundred fifty (\$250.00) dollars per vehicle.

Section 4. Exemptions

(a) A person who possesses a for-hire vehicle license or registration issued by a municipality within the County of Nassau shall be exempt from all but five (\$5.00) dollars of the registration fees as set forth in section 3 of this Ordinance.

(b) A person who possesses a for-hire vehicle license or registration issued by a jurisdiction outside the County of Nassau that reciprocates with the County in permitting for-hire vehicles registered by Nassau County to operate within such jurisdiction without the necessity of obtaining a license from such jurisdiction or upon payment of no more than a five (\$5.00) dollar registration fee shall be exempt from all but five (\$5.00) dollars of the County's registration fees.

(c) New York City yellow and green medallion taxicabs that possess a meter that are permitted to accept hails from passengers on the streets within New York City and which are not equipped for radio dispatch shall be exempt from the provisions of this Ordinance.

Section 5. Penalties. Any person who violates any provision of this Ordinance shall be guilty of a Class A misdemeanor. In addition to the penalties provided by subdivision 1 of section 80.05 of the New York State Penal Law, any such person will be subject to the following civil fines: for a first time violation, by a fine of not less than

three hundred (\$300.00) dollars , but not more than one thousand five hundred (\$1500.00) dollars, for a second violation committed within five (5) years of first violation, by a fine of not less than six hundred (\$600.00) dollars but not more than, three thousand five hundred (\$3,500.00) dollars; for a third violation and each subsequent violation committed within five (5) years of two prior violations, by a fine of at least one thousand (\$1,000.00) dollars but not more than five thousand (\$5,000.00) dollars. Each violation of this Ordinance shall be deemed to be a separate offense.

Section 6.

(a) A police officer or authorized officer, employee or agent of the Nassau County Department of Consumer Affairs may, upon service on the operator of a vehicle of a notice of violation for operating without registration required by section 2 of this Ordinance, seize and impound such vehicle. The operator shall surrender the keys to the vehicle to the seizing police officer or authorized officer, employee or agent of the Nassau County Department of Consumer Affairs and the operator shall disable any engine cut-off mechanisms, if present in the vehicle. A vehicle seized pursuant to this subdivision shall be delivered into the custody of the Nassau County Department of Consumer Affairs.

(b) A person from whom a vehicle has been seized and impounded pursuant to this section shall receive notice at the time of such seizure and by certified mail, return receipt requested, as soon thereafter as

practical informing such person how and when the vehicle may be, reclaimed and whether the vehicle is subject to a civil forfeiture proceeding pursuant to subdivision (f) of this section. In the event that the person from whom the vehicle was seized is not the registered owner of the vehicle, separate notice shall be provided by certified mail, return receipt requested, to the registered owner of the vehicle. Notice shall also be provided to any lien holder. For purposes of this section, the term "lien holder shall mean any person, corporation, partnership, firm, agency, association or other entity who at the time of a seizure pursuant to this section has a financial interest recorded as a lien with the Department of Motor Vehicles of New York State or any other state, territory, district, province, nation or other jurisdiction, except that "lien holder" shall not mean an entity that leases vehicles pursuant to a written agreement subject to the New York State personal property law or the uniform commercial code. Nothing in this provision shall be construed to prevent a lien holder whose lien is not recorded from intervening in any action or proceeding under this section.

(c) A vehicle seized and impounded pursuant to this section may be released prior to the hearing provided in section 8 of this Ordinance upon the posting of an all cash bond in a form satisfactory to the Commissioner in an amount sufficient to cover the maximum fines or civil penalties which may be imposed for the violation underlying the impoundment an

all reasonable costs for removal and storage of such vehicle; provided, however that such release shall be conditioned on presentation of proof of ownership or authorization from the owner of the vehicle as ownership is defined by section 388 of the vehicle and traffic law.

(d) Following an adjudication that has resulted in a determination that the vehicle was not used in connection with a violation of section 2 of this Ordinance, the Commissioner shall order the immediate release of the vehicle. In the event that an adjudication results in a determination that the vehicle was used in connection with such a violation, release of such vehicle may be obtained upon payment of all applicable fines and civil penalties and all reasonable costs of removal and storage and upon proof of ownership as provided in subdivision (c) of this section.

(e) Notwithstanding provisions of subdivisions (c) and (d) of this section, no person shall obtain release of a vehicle unless and until such person submits an application for registration, or reinstatement of registration, as appropriate, to the Commissioner in the form and containing the information required by the Commissioner; provided, however that such vehicle may be released to a person who has not previously been found to have violated the registration requirement of section 2 of this Ordinance and who attests in an affidavit that he or she does not normally operate the vehicle in Nassau County, will not so operate the vehicle in the future and does not, therefore, wish to register with the County.

Notwithstanding the provisions of this section, in the event that the owner of the vehicle is not the person who was found to be in violation of the provisions of section 2 of this Ordinance, such owner may obtain release upon payment of fines and penalties and reasonable costs of removal as provided herein and upon execution of a sworn statement, subject to the provisions of the penal law relative to false statements and satisfactory to the Commissioner, that he or she will not permit the person who has violated such provisions to operate the vehicle in violation of section 2 of this Ordinance.

(f)

(i) Notwithstanding any other provision of this Ordinance, the County of Nassau may, after notice to the operator, owner and lienholder, if any, commence a civil action for forfeiture to the County in the event that release of a vehicle seized pursuant to this section has not been obtained within thirty (30) days following an adjudication that has resulted in a determination that operation of the vehicle has been in violation of section 2 of this Ordinance because there has been no application for registration nor submission of an affidavit, as provided in this subdivision, attesting that the vehicle is not ordinarily operated within Nassau County.

(ii) In addition to any other fine, penalty or sanction for violation of section 2 of this Ordinance, the County of Nassau may commence a

civil action for forfeiture to such county of any vehicle where there is no valid license from another jurisdiction to operate a for-hire vehicle and the vehicle is operated by a person who has been found on at least two prior occasions within any five year period that commences after the effective date of this Ordinance to have engaged in unregistered activity in violation of section 2 of this Ordinance and each such determination has included findings that a vehicle was used in connection with such violations.

(iii) The interest of a lien holder in such property shall not be subject to forfeiture pursuant to this subdivision, provided, however, that this provision shall not be construed to entitle a lien holder more than the outstanding balance of the lien.

(g) The County may, at any time subsequent to the commencement of a forfeiture proceeding, apply to the court, after having provided notice as required to the persons or entities set forth in subdivisions (a) and (e) of this section, for a prompt hearing to request the court to take measures to protect the public from unregistered for-hire vehicles and to protect the vehicle from destruction or sale during the pendency of the forfeiture proceeding. At such hearing the court may authorize the custody of the vehicle by the County, or other such appropriate measures, including but not limited to an order prohibiting the use of the vehicle, the posting of a bond or an order restraining the sale or transfer of title of the vehicle. The

hearing shall take into consideration, but not be limited to: (i) the existence of probable cause for the underlying seizure; (ii) the likelihood of success on the merits of the forfeiture action; and (iii) determinations of unregistered for-hire vehicle activities within the past five years.

(h) Notice pursuant to this section to an owner or lien holder shall be to the address recorded with the Department of Motor Vehicles by certified mail, return receipt requested.

Section 8. Enforcement.

This Ordinance shall be enforced concurrently by any Police Department and the Department of Consumer Affairs. The Department of Consumer Affairs shall be empowered to issue notices of violation and the Police Department shall be empowered to issue tickets for violations of this Ordinance. A copy of any ticket issued by the Police Department shall be promptly forwarded to the Department of Consumer Affairs and shall also serve as a civil notice of violation. Upon receipt of a copy of any such ticket, the Department of Consumer Affairs shall mail correspondence to the recipient of the ticket indicating the date, time and location of a civil hearing on the alleged violation, which date shall be no later than fifteen (15) business days from the date of the notice of violation in any case in which the vehicle has been seized. A hearing shall be held before a hearing officer assigned by the Commissioner, a record of the hearing shall be created, and the hearing officer shall make a determination on the violation and levy fines, where appropriate, at the conclusion of the hearing. All such determinations may be appealed to the Commissioner by submitting, within five

business days of the hearing officer's determination, a written statement of appeal detailing the grounds on which the appeal is based. The Commissioner shall then issue a final determination in writing. In any case in which a vehicle has been seized, the determination shall be made within five days of the date that the statement of appeal is received. The Department of Consumer Affairs shall receive payments for all fines.

Section 9. Severability.

If any part of or provision of this Ordinance or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part of or provision of or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Ordinance, or the application thereof to either persons or circumstances.

Section 10.

This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 42 –2018

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Parks, Recreation and Museums.

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 30, 2018, 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:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
356,839	New York State Legislature	GRT	PK	DE	356,839

§ 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. 43 –2018

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Parks, Recreation and Museums.

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 30, 2018, 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:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
40,776	New York State Legislature	GRT	PK	DE	40,776

§ 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. 44 –2018

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Health 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 30, 2018, 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:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
\$294,343	New York State Department of Health	GRT	HE	AA	\$222,268
			HE	AB	\$71,275
			HE	DD	\$800

§ 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. 45- 2018

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 2017.

WHEREAS, it has been determined that certain transfers are needed to close the fiscal year of 2017; and

WHEREAS, the County Executive, by communication dated May 3, 2018, 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 2017 as follows:

BOARD TRANSFER- YEAR END 2017

General Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	ACGEN1000 - AA98Z	SALARIES, WAGES & FEES	137,599.93
	ACGEN1000 - DE548	CONTRACTUAL SERVICES	50,000.00
	ASGEN1100 - DD498	GENERAL EXPENSES	35,977.14
	ASGEN1100 - DE548	CONTRACTUAL SERVICES	127,610.56
	ASGEN1200 - AA98Z	SALARIES, WAGES & FEES	109,268.09
	ASGEN1400 - AA98Z	SALARIES, WAGES & FEES	65,202.85
	ASGEN1500 - AA98Z	SALARIES, WAGES & FEES	95,894.97
	ASGEN1700 - AA98Z	SALARIES, WAGES & FEES	51,828.17
	ATGEN1100 - BB198	EQUIPMENT	13,899.00
	ATGEN1100 - DE548	CONTRACTUAL SERVICES	398,515.92
	BUGEN1000 - DE548	CONTRACTUAL SERVICES	773,527.50
	BUGEN1720 - AA98Z	SALARIES, WAGES & FEES	376,967.23
	BUGEN1720 - AB10F	FRINGE BENEFITS	2,463,311.36
	BUGEN1770 - 6Q60Q	HIPAA PAYMENTS	25,000.00
	BUGEN1770 - HD59F	DEBT SERVICE CHARGEBACKS	9,831,711.74

	CODE	DESCRIPTION	AMOUNT
FROM	BUGEN1770 - NA9NA	NCIFA EXPENDITURES	500,000.00
	CAGEN1601 - AA98Z	SALARIES, WAGES & FEES	160,872.10
	CCGEN1120 - AC97F	WORKERS COMPENSATION	926,707.79
	CCGEN1220 - AA98Z	SALARIES, WAGES & FEES	1,031,647.19
	CCGEN1510 - DD498	GENERAL EXPENSES	163,752.26
	CCGEN1540 - DD498	GENERAL EXPENSES	54,618.74
	CCGEN1540 - DF558	UTILITY COSTS	111,286.84
	CEGEN1000 - DD498	GENERAL EXPENSES	47,205.90
	CFGEN3000 - AA98Z	SALARIES, WAGES & FEES	91,117.31
	CLGEN1100 - AA98Z	SALARIES, WAGES & FEES	339,937.66
	CLGEN1100 - BB198	EQUIPMENT	33,977.43
	CLGEN1100 - DD498	GENERAL EXPENSES	3,159.31
	CLGEN1100 - DE548	CONTRACTUAL SERVICES	43,589.42
	COGEN1100 - DD498	GENERAL EXPENSES	82,285.79
	COGEN1100 - DE548	CONTRACTUAL SERVICES	115,203.23
	COGEN1200 - DE548	CONTRACTUAL SERVICES	225,288.50
	COGEN1300 - AA98Z	SALARIES, WAGES & FEES	222,511.13
	CSGEN1100 - DD498	GENERAL EXPENSES	36,483.05
	CSGEN1200 - AA98Z	SALARIES, WAGES & FEES	148,291.93
	CSGEN1200 - DD498	GENERAL EXPENSES	166,072.34
	CSGEN1200 - DE548	CONTRACTUAL SERVICES	14,499.00
	CSGEN1400 - DD498	GENERAL EXPENSES	5,404.44
	CSGEN1800 - AA98Z	SALARIES, WAGES & FEES	111,183.19
	CSGEN1900 - AA98Z	SALARIES, WAGES & FEES	58,218.66
	CTGEN1000 - AB10F	FRINGE BENEFITS	205,153.19
	DAGEN1100 - BB198	EQUIPMENT	18,215.19
	DAGEN1100 - DD498	GENERAL EXPENSES	77,144.27
	ELGEN1000 - AA98Z	SALARIES, WAGES & FEES	366,404.23
	ELGEN1000 - DD498	GENERAL EXPENSES	32,201.60
	ELGEN2000 - AA98Z	SALARIES, WAGES & FEES	289,634.30
	ELGEN2000 - DD498	GENERAL EXPENSES	1,079,340.39
	ELGEN2000 - DE548	CONTRACTUAL SERVICES	187,888.00
	ELGEN3000 - AA98Z	SALARIES, WAGES & FEES	285,039.00
	ELGEN3000 - DD498	GENERAL EXPENSES	109,809.83
	ELGEN3000 - DE548	CONTRACTUAL SERVICES	70,479.00
	EMGEN1000 - AA98Z	SALARIES, WAGES & FEES	183,198.97
	FBGEN3800 - AB10F	FRINGE BENEFITS	569,055.92
	HEGEN1100 - AA98Z	SALARIES, WAGES & FEES	142,913.79

	CODE	DESCRIPTION	AMOUNT
FROM	HEGEN1100 - DD498	GENERAL EXPENSES	62,328.98
	HEGEN2100 - AA98Z	SALARIES, WAGES & FEES	161,771.69
	HEGEN2100 - DE548	CONTRACTUAL SERVICES	18,095.00
	HEGEN3100 - DD498	GENERAL EXPENSES	71,904.65
	HEGEN4100 - DD498	GENERAL EXPENSES	7,542.91
	HEGEN4350 - AA98Z	SALARIES, WAGES & FEES	156,377.80
	HEGEN4350 - DD498	GENERAL EXPENSES	1,441.79
	HEGEN4500 - AA98Z	SALARIES, WAGES & FEES	170,631.91
	HEGEN4500 - DD498	GENERAL EXPENSES	55,244.62
	HEGEN5100 - AA98Z	SALARIES, WAGES & FEES	49,742.70
	HEGEN5100 - DD498	GENERAL EXPENSES	47,511.05
	HEGEN5100 - HF597	INTER DEPARTMENTAL CHARGES	191,924.07
	HEGEN5100 - PP798	EARLY INTERVENTION/SPECIAL EDUCATION	913,912.97
	HEGEN5400 - AA98Z	SALARIES, WAGES & FEES	106,863.37
	HIGEN1400 - AA98Z	SALARIES, WAGES & FEES	16,256.93
	HRGEN1100 - AA98Z	SALARIES, WAGES & FEES	21,281.78
	HRGEN1300 - AA98Z	SALARIES, WAGES & FEES	790.92
	HSGEN1100 - BB198	EQUIPMENT	16,318.23
	HSGEN1200 - DE548	CONTRACTUAL SERVICES	611,424.06
	HSGEN1601 - DE548	CONTRACTUAL SERVICES	500,977.00
	ITGEN1000 - DE548	CONTRACTUAL SERVICES	848,744.69
	ITGEN1500 - AA98Z	SALARIES, WAGES & FEES	109,954.77
	ITGEN1500 - DD498	GENERAL EXPENSES	108,476.29
	ITGEN1800 - DD498	GENERAL EXPENSES	36,220.88
	ITGEN1950 - DE548	CONTRACTUAL SERVICES	352,880.64
	LEGEN1000 - AA98Z	SALARIES, WAGES & FEES	24,387.40
	LEGEN1500 - AA98Z	SALARIES, WAGES & FEES	200,880.63
	LEGEN1500 - DE548	CONTRACTUAL SERVICES	25,000.00
	LEGEN2000 - AA98Z	SALARIES, WAGES & FEES	60,094.01
	LEGEN2000 - DD498	GENERAL EXPENSES	50,974.22
	LEGEN2000 - DE548	CONTRACTUAL SERVICES	50,000.00
	LEGEN3000 - AA98Z	SALARIES, WAGES & FEES	185,945.15
	MAGEN1100 - DD498	GENERAL EXPENSES	12,750.71
	MAGEN1200 - DD498	GENERAL EXPENSES	3,353.84
	MAGEN1300 - AA98Z	SALARIES, WAGES & FEES	37,833.13
	MAGEN1300 - DD498	GENERAL EXPENSES	2,400.00
	MAGEN1300 - DE548	CONTRACTUAL SERVICES	13,232.00
	MEGEN1100 - BB198	EQUIPMENT	753.00
	MEGEN1300 - DD498	GENERAL EXPENSES	3,945.64
	MEGEN1400 - BB198	EQUIPMENT	800.00

	CODE	DESCRIPTION	AMOUNT
FROM	MEGEN1500 - BB198	EQUIPMENT	511.49
	MEGEN1500 - DD498	GENERAL EXPENSES	8,673.77
	MEGEN1600 - AA98Z	SALARIES, WAGES & FEES	186,062.98
	MEGEN1600 - BB198	EQUIPMENT	3,360.07
	MEGEN1700 - BB198	EQUIPMENT	37,166.82
	PAGEN1000 - AA98Z	SALARIES, WAGES & FEES	17,801.86
	PBGEN1310 - AA98Z	SALARIES, WAGES & FEES	69,028.59
	PBGEN1310 - DD498	GENERAL EXPENSES	13,150.25
	PBGEN1400 - DE548	CONTRACTUAL SERVICES	29,526.90
	PEGEN1100 - AA98Z	SALARIES, WAGES & FEES	104,054.24
	PKGEN1100 - DD498	GENERAL EXPENSES	54,573.30
	PKGEN2100 - DD498	GENERAL EXPENSES	216,921.84
	PKGEN2200 - AA98Z	SALARIES, WAGES & FEES	39,669.80
	PKGEN2200 - DE548	CONTRACTUAL SERVICES	133,345.48
	PKGEN3820 - DD498	GENERAL EXPENSES	18,811.57
	PKGEN4400 - AA98Z	SALARIES, WAGES & FEES	36,904.43
	PKGEN4512 - AA98Z	SALARIES, WAGES & FEES	16,741.46
	PKGEN6107 - DE548	CONTRACTUAL SERVICES	4,833.00
	PKGEN6113 - AA98Z	SALARIES, WAGES & FEES	72,302.88
	PKGEN6113 - DE548	CONTRACTUAL SERVICES	56,758.99
	PRGEN1200 - AA98Z	SALARIES, WAGES & FEES	82,851.63
	PWGEN1000 - HF597	INTERDEPARTMENTAL CHARGES	2,294,691.00
	PWGEN1050 - AC97F	WORKERS COMPENSATION	450,049.48
	PWGEN1050 - DD498	GENERAL EXPENSES	396,915.73
	PWGEN1100 - 94994	RENT	1,101,115.39
	PWGEN1100 - DD498	GENERAL EXPENSES	104,263.82
	PWGEN1100 - HF597	INTER DEPARTMENTAL CHARGES	2,160,539.00
	PWGEN0110 - AA98Z	SALARIES, WAGES & FEES	186,130.97
	PWGEN0120 - AA98Z	SALARIES, WAGES & FEES	280,939.22
	PWGEN0140 - DD498	GENERAL EXPENSES	1,467.00
	PWGEN0150 - DD498	GENERAL EXPENSES	9,896.57
	PWGEN0150 - DF558	UTILITY COSTS	560,374.65
	PWGEN0152 - DD498	GENERAL EXPENSES	1,917.00
	PWGEN0152 - DE548	CONTRACTUAL SERVICES	1,839,250.01
	PWGEN0152 - MB631	LIRR STATION MAINTENANCE	58,717.00
	PWGEN0152 - MG636	INTERMODAL CENTER SUBSIDY	65,000.00
	PWGEN0175 - AA98Z	SALARIES, WAGES & FEES	280,572.34
	PWGEN0175 - DD498	GENERAL EXPENSES	7,868.00

	CODE	DESCRIPTION	AMOUNT
FROM	PWGEN0240 - DF558	UTILITY COSTS	290,590.85
	PWGEN0260 - AA98Z	SALARIES, WAGES & FEES	496,527.98
	PWGEN0290 - DD498	GENERAL EXPENSES	100,133.87
	PWGEN0320 - AA98Z	SALARIES, WAGES & FEES	186,796.15
	PWGEN0320 - DD498	GENERAL EXPENSES	672,959.94
	PWGEN0320 - DE548	CONTRACTUAL SERVICES	739,106.86
	PWGEN0325 - AA98Z	SALARIES, WAGES & FEES	75,000.00
	PWGEN0325 - DD498	GENERAL EXPENSES	349,764.94
	PWGEN0640 - BB198	EQUIPMENT	15,878.72
	PWGEN0640 - DF558	UTILITY COSTS	963,473.37
	PWGEN0642 - BB198	EQUIPMENT	2,417.00
	PWGEN0644 - DD498	GENERAL EXPENSES	139,497.65
	RMGEN1000 - AA98Z	SALARIES, WAGES & FEES	182,462.79
	RMGEN1000 - DD498	GENERAL EXPENSES	28,571.75
	RMGEN1000 - DE548	CONTRACTUAL SERVICES	15,470.36
	SSGEN1000 - AA98Z	SALARIES, WAGES & FEES	126,563.64
	SSGEN1000 - DD498	GENERAL EXPENSES	14,666.18
	SSGEN1000 - DE548	CONTRACTUAL SERVICES	513,041.61
	SSGEN1000 - HF597	INTER DEPARTMENTAL CHARGES	1,907,017.13
	SSGEN1520 - DD498	GENERAL EXPENSES	154.70
	SSGEN2100 - DD498	GENERAL EXPENSES	6,708.03
	SSGEN2400 - DD498	GENERAL EXPENSES	1,395.95
	SSGEN2400 - DE548	CONTRACTUAL SERVICES	30,545.00
	SSGEN2600 - DD498	GENERAL EXPENSES	2,491.48
	SSGEN2700 - DD498	GENERAL EXPENSES	660.00
	SSGEN2800 - DD498	GENERAL EXPENSES	1,479.00
	SSGEN3500 - AA98Z	SALARIES, WAGES & FEES	394,351.51
	SSGEN6000 - SS698	RECIPIENT GRANTS	1,099,416.56
	SSGEN6000 - WW848	EMERGENCY VENDOR PAYMENTS	1,199,289.76
	SSGEN6100 - SS698	RECIPIENT GRANTS	329,129.84
	SSGEN6200 - WW848	EMERGENCY VENDOR PAYMENTS	47,019.25
	SSGEN6300 - SS698	RECIPIENT GRANTS	590,971.93
	SSGEN6300 - WW848	EMERGENCY VENDOR PAYMENTS	226,434.83
	SSGEN6500 - WW848	EMERGENCY VENDOR PAYMENTS	240,669.07
	SSGEN6900 - SS698	RECIPIENT GRANTS	101,820.83
	SSGEN7000 - SS698	RECIPIENT GRANTS	311,940.80
	SSGEN7200 - WW848	EMERGENCY VENDOR PAYMENTS	13,950.00
	SSGEN7300 - XX898	MEDICAID	1,878,874.68
	SSGEN7500 - SS698	RECIPIENT GRANTS	86,223.46
	TCGEN1000 - AA98Z	SALARIES, WAGES & FEES	40,954.27
	TRGEN1100 - DD498	GENERAL EXPENSES	37,457.38
	TRGEN1300 - AA98Z	SALARIES, WAGES & FEES	81,759.07
	TRGEN1600 - DD498	GENERAL EXPENSES	68,621.95
	TRGEN1600 - DE548	CONTRACTUAL SERVICES	61,986.59
	TVGEN1000 - AA98Z	SALARIES, WAGES & FEES	149,776.25
	TVGEN1000 - DD498	GENERAL EXPENSES	25,308.75
			53,029,165.04

	CODE	DESCRIPTION	AMOUNT
TO	BUGEN1740 - 67967	BAR ASSN NC PUB DFDR	640,193.28
	BUGEN1770 - 87987	OTHER SUITS & DAMAGES	1,494,036.35
	TRGEN1600 - 87987	OTHER SUITS & DAMAGES	5,364,074.75
	PWGEN0152 - 6H60H	PT LOOKOUT/LIDO LG BCH BUS RT	75,000.00
	BUGEN1750 - 70970	NON FIT RESIDENT TUITION	854,396.25
	BUGEN1750 - 7097F	FIT RESIDENT TUITION	854,396.25
	ARGEN1100 - AA97Z	SALARIES, WAGES & FEES	17,704.75
	ATGEN1000 - AA97Z	SALARIES, WAGES & FEES	47,578.96
	BUGEN3100 - AA97Z	SALARIES, WAGES & FEES	3,675,217.00
	CCGEN2000 - AA97Z	SALARIES, WAGES & FEES	206,715.24
	CEGEN1000 - AA97Z	SALARIES, WAGES & FEES	380,969.80
	CFGEN1000 - AA97Z	SALARIES, WAGES & FEES	64,900.69
	DAGEN1100 - AA97Z	SALARIES, WAGES & FEES	553,856.96
	HSGEN1400 - AA97Z	SALARIES, WAGES & FEES	226,475.96
	LRGEN1000 - AA97Z	SALARIES, WAGES & FEES	43,469.04
	PKGGEN1100 - AA97Z	SALARIES, WAGES & FEES	60,165.39
	PKGGEN3100 - AA97Z	SALARIES, WAGES & FEES	38,073.60
	PWGEN1050 - AA97Z	SALARIES, WAGES & FEES	47,768.79
	PWGEN0640 - AA97Z	SALARIES, WAGES & FEES	12,140.82
	SAGEN1300 - AA97Z	SALARIES, WAGES & FEES	11,135.87
	BUGEN1500 - AC98F	WORKERS COMPENSATION	536,460.40
	CCGEN1540 - BB197	EQUIPMENT	193,170.74
	CFGEN3000 - BB197	EQUIPMENT	20,315.00
	ELGEN3000 - BB197	EQUIPMENT	1,692.29
	PKGGEN2200 - BB197	EQUIPMENT	10,281.77
	ATGEN1100 - DD497	GENERAL EXPENSES	34,977.36
	CFGEN3000 - DD497	GENERAL EXPENSES	28,941.94
	HSGEN1502 - DD497	GENERAL EXPENSES	350,122.57
	PRGEN1100 - DD497	GENERAL EXPENSES	1,255.94
	CCGEN1430 - DE547	CONTRACTUAL SERVICES	2,837,765.85
	DAGEN1100 - DE547	CONTRACTUAL SERVICES	140,971.93
	LRGEN1000 - DE547	CONTRACTUAL SERVICES	111,616.25
	PWGEN1100 - DE547	CONTRACTUAL SERVICES	225,488.73
	TCGEN1000 - DE547	CONTRACTUAL SERVICES	5,145.00
	TVGEN1000 - DE547	CONTRACTUAL SERVICES	581,288.09
	BUGEN1730 - GA625	LOCAL GOVERNMENT ASSISTANCE	1,182,655.00
	BUGEN1770 - HF597	INTER DEPARTMENTAL CHARGES	1,014,239.02

	CODE	DESCRIPTION	AMOUNT
TO	HEGEN2000 - HF597	INTER DEPARTMENTAL CHARGES	128,442.00
	HEGEN4100 - HF597	INTER DEPARTMENTAL CHARGES	299,859.00
	PBGEN1400 - HF597	INTER DEPARTMENTAL CHARGES	1,380,070.05
	PWGEN0200 - HF597	INTER DEPARTMENTAL CHARGES	1,451,036.00
	PWGEN0320 - HF597	INTER DEPARTMENTAL CHARGES	373,508.00
	BUGEN1730 - JA600	RESERVE FOR CONTINGENCIES	220,179.00
	BUGEN1800 - LH617	TRANSFER TO PDH	22,923,883.90
	BUGEN1800 - LL627	TRANSFER TO FIRE COMM FUND	257,509.52
	BUGEN1800 - LX62C	TRANS TO CAPITAL FUND	991,853.29
	HEGEN5400 - PP797	EARLY INTERVENTION/SPECIAL EDUCATION	1,289,878.16
	SSGEN7600 - TT747	PURCHASED SERVICES	239,062.71
	SSGEN6100 - WW847	EMERGENCY VENDOR PAYMENTS	577,821.61
	SSGEN6600 - WW847	EMERGENCY VENDOR PAYMENTS	951,404.17
			53,029,165.04

Police District Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	PDPDD2400 - AA98Z	SALARIES, WAGES & FEES	4,844,515.00
			4,844,515.00

	CODE	DESCRIPTION	AMOUNT
TO	PDPDD2600 - HF597	INTER DEPARTMENTAL CHARGES	4,844,165.00
	PDPDD2600 - HD59F	DEBT SERVICE CHARGEBACKS	350.00
			4,844,515.00

Police Headquarters Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	FBPDH1000 - AB10F	FRINGE BENEFITS	40,104.57
	PDPDH1100 - AC97F	WORKERS COMPENSATION	626,293.73
	PDPDH1100 - BB198	EQUIPMENT	85,428.45
	PDPDH1100 - DE548	CONTRACTUAL SERVICES	638,369.33
	PDPDH1153 - DF558	UTILITY COSTS	299,487.46
	PDPDH1400 - DD498	GENERAL EXPENSES	727,914.60
			2,417,598.14

	CODE	DESCRIPTION	AMOUNT
TO	PDPDH1153 - HD59F	DEBT SERVICE CHARGEBACKS	217,316.00
	PDPDH1000 - HF597	INTER DEPARTMENTAL CHARGES	2,200,282.14
			2,417,598.14

Fire Commission Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	FCFCF1100 - DD498	GENERAL EXPENSES	50,446.11
			50,446.11

	CODE	DESCRIPTION	AMOUNT
TO	FCFCF1000 - HF597	INTER DEPARTMENTAL CHARGES	18,021.00
	FCFCF1100 - BB197	EQUIPMENT	16,884.11
	FCFCF1100 - HD59F	DEBT SERVICE CHARGEBACKS	15,541.00
			50,446.11

FEMA Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	ELFEM1000 - AB10F	FRINBE BENEFITS	22,280.07
	ELFEM1000 - AA98Z	SALARIES, WAGES & FEES	7,052.52
			29,332.59

	CODE	DESCRIPTION	AMOUNT
TO	ELFEM1000 - HH597	INTERFUND CHARGES	29,332.59
			29,332.59

Sewer and Storm Water Resources District Fund:

	CODE	DESCRIPTION	AMOUNT
FROM	PWSSW6110 - DF558	UTILITIES COST	869,552.82
			869,552.82

	CODE	DESCRIPTION	AMOUNT
TO	PWSSW6110 - AA97Z	SALARIES, WAGES & FEES	642,493.60
	PWSSW6110 - AB10F	FRINGE BENEFITS	227,059.22
			869,552.82

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 2017, as hereinabove set forth; and

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

BACO17000001 AND BACO17000002

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
1,132,133.10	Disputed Assessment Fund – Revenue	DAF	BU	87987	1,132,133.10
	TOTAL:				1,132,133.10
16,333,148.29	General Fund	PDH	PD	AA	16,255,960.43
		PDH	PD	HF	77,187.86
	TOTAL:				16,333,148.29

§3. 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.

§4. 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.

§5. This ordinance shall take effect immediately.

NASSAU COUNTY LEGISLATURE

12th TERM MEETING AGENDA

RULES COMMITTEE

MAY 23, 2018 1:00 PM

Richard Nicolello – Chairman

Howard Kopel – Vice Chairman

Steve Rhoads

Laura Schaefer

Kevan Abrahams – Ranking

Delia DeRiggi-Whitton

Siela Bynoe

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
236-18	CE	R	<u>RESOLUTION NO.-2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE TOWN OF HEMPSTEAD IN RELATION TO PROCURING AND INSTALLING A RECREATIONAL IMPROVEMENT PROJECT AT WYNSUM AVENUE PARK. 236-18(CE)
E-64-18	HS	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF YOUTH SERVICES AND LONG BEACH AWARE. E-64-18
			THE FOLLOWING ITEMS MAY BE UNTABLED
65-18	LE	R	<u>PROPOSED LOCAL LAW NO. – 2018</u> A LOCAL LAW TO AMEND THE NASSAU COUNTY ADMINISTRATIVE CODE IN RELATION TO DEPOSITS OF MATERIAL ON COUNTY ROADS. 65-18(LE)
E-2-18	PW	R	<u>RESOLUTION NO. -2018</u> 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 PUBLIC WORKS, AND HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C. E-2-18
E-46-18	TV	R	<u>RESOLUTION NO. -2018</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY AND CAMPANELLI & ASSOCIATES P.C. E-46-18.
E-50-18	PW	R	<u>RESOLUTION NO. -2018</u> 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 LIRO ENGINEERS, INC. E-50-18

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-52-18	PW	R	<u>RESOLUTION NO. -2018</u> 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 ARCADIS OF NEW YORK, INC. E-52-18

E-64-18
Additional
Information

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: Long Beach Coalition to Prevent Underage Drinking, Inc.

Address: 20 West Park Avenue, Suite 303

City, State and Zip Code: Long Beach, NY, 11561

2. Entity's Vendor Identification Number: 464441985

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Other (specify) (501 (c)3

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):

Judi Vining, Executive Director, 410 East Broadway, Long Beach NY 11561

Ellen Friedl, President, 317 Blackheath Road, Lido Beach, NY 11561

Clifford Richner, Vice-President, 330 West 72nd Street, Apt 12A, NY, NY 10023

Patricia Hincken, Secretary/Treasurer, 30 Lincoln Avenue, Massapequa Park, NY

Alphonzo Albright, Director 138 East Market St., Long Beach, NY 11561

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

2018 MAY 15 4:04 PM
NASSAU COUNTY
CLERK

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

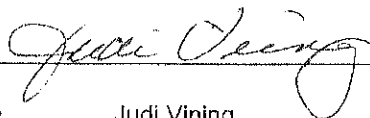
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 1/02/2018

Signed: 

Print Name: Judi Vining

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.



E-64-18

NIFS ID: CQHS18000145 Department: Human Services

Capital:

SERVICE: Chemical Dependency

Contract ID #: CQHS18000145

NIFS Entry Date: 05-FEB-18

Term: from 01-JAN-18 to 31-DEC-18

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: Long Beach AWARE	Vendor ID#: 464441986
Address: 20 West Park Avenue Suite 303A Long Beach, NY 11561	Contact Person: Judi Vining
	Phone: 516-208-6205

Department:	
Contact Name: Donnie Eng	
Address: 60 Charles Lindbergh Blvd Suite 200 Uniondale, NY 11553	
Phone: 516-227-8957	

Routing Slip

Department	NIFS Entry: X	15-FEB-18 -- DENG
Department	NIFS Approval: X	20-FEB-18 -- BHALL
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	01-MAR-18 -- APERSICH
OMB	NIFS Approval: X	01-MAR-18 -- AROMANO
County Atty.	Insurance Verification: X	20-FEB-18 -- AAMATO
County Atty.	Approval to Form: X	21-FEB-18 -- NSARANDIS
Dep. CE	Approval: X	04-MAY-18 -- KROSE-LOUDER

2018 MAY 10 A 10:11
 MASSACHUSETTS COUNTY
 OFFICE OF THE CLERK

Leg. Affairs	Approval/Review: X	17-APR-18 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The program provides outpatient services to a mainly adolescent population, families and significant others who are experiencing difficulties in life due to their own or someone else's substance abuse.
Method of Procurement: The Department contracts with a group of agencies, all of whom are NYS Office of Alcoholism and Substance Abuse Services (OASAS) licensed not-for-profit organizations. Each agency in the latter group is utilized by the Department. Every agency's program is evaluated at least annually by the Department and OASAS regarding efficiency, productivity and license renewal. The funding for each program is determined according to a State aid authorization schedule provided to the Department by OASAS.
Procurement History: The not for profit agency delivering these services is part of a cadre of specialized substance abuse/chemical dependency (Drugs & Alcohol) treatment providers who have maintained a multi-year service delivery relationship with the Department.
Description of General Provisions: The program provides intake assessment, individual and group counseling to adolescents, families and significant others as well as the identified substance abuser.
Impact on Funding / Price Analysis: This program is Federal Funded.
Change in Contract from Prior Procurement: None.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	F1	Revenue		1	BHGRTF100FSA/X	\$ 296,083.00
Resp:	F100	Contract:			8/DE511	\$ 0.00
Object:	DE511	County	\$ 0.00			\$ 0.00
Transaction:	103	Federal	\$ 296,083.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 296,083.00		TOTAL	\$ 296,083.00

RENEWAL	
% Increase	
% Decrease	

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Long Beach AWARE

2. Dollar amount requiring NIFA approval: \$296083

Amount to be encumbered: \$296083

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: 2018

Has work or services on this contract commenced? Y

If yes, please explain: Annual renewal of funding

4. Funding Source:

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 100

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 program provides outpatient services to a mainly adolescent population, families and significant others who are experiencing difficulties in life due to their own or someone else's substance abuse.

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

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
CQHS17000015	17-MAR-17	296,083.00

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.

APERSICH

01-MAR-18

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 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

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 printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2018

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

WHEREAS, the County has negotiated a personal services agreement with Long Beach Aware for intake assessment, individual and group counseling and other services relating to substance abuse, 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 Long Beach Aware

CLERK OF THE LEGISLATURE
NASSAU COUNTY
2010 MAY 10 4 06 11

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: Long Beach Aware

CONTRACTOR ADDRESS: 20 West Park Avenue Suite 303A, Long Beach, NY 11561

FEDERAL TAX ID #: 46-4441986

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



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



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: None

Dated: 12/28/17

Signed: [Signature]

Print Name: Subi Vining

Title: Executive Director

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 JUDITH VINING
Date of birth 04 10 1947
Home address 410 EAST BROADWAY - Apt 3V
City/state/zip Long Beach, NY 11561
Business address 20 West Park Ave, Suite 303
City/state/zip Long Beach, NY 11561
Telephone 516-208-6285
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 / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer 11/01/2014 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 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.

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, Judith Vining, 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 2nd day of January 2018

Kathryn J. Whaley
Notary Public 1/2/18

Kathryn J. Whaley
Notary Public, State of New York
No. 01W16238935
Qualified in Nassau County
Commission Expires April 11, 2019

Long Beach ALLARE
Name of submitting business

Judith Vining
Print name

Judith Whaley
Signature

Executive Director
Title

01 / 02 / 2018
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 Ellen Friedl
Date of birth 12/29/1955
Home address 317 Blackheath road
City/state/zip Lido Beach NY 11561
Business address None
City/state/zip _____
Telephone 516 889-5973
Other present address(es) _____
City/state/zip _____
Telephone 516 398-6818
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 6/1/17 Treasurer 1/1/
Chairman of Board 1/1/ Shareholder 1/1/
Chief Exec. Officer 1/1/ Secretary 1/1/
Chief Financial Officer 1/1/ Partner 1/1/
Vice President 1/1/
(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.

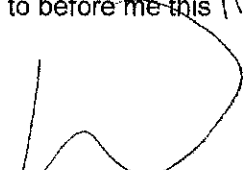
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for 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, Ellen Friedl, 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 January 2018


Notary Public

NELSON A. VINOKUR
Notary Public, State of New York
No. 30-02VI6019349
Qualified in Nassau County
Commission Expires Feb. 08, 2019

Long Beach Aware
Name of submitting business

Ellen Friedl
Print name

Ellen Friedl
Signature

President Long Beach Aware
Title

01 / 11 / 18
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 Clifford Richner
Date of birth 6/9/52
Home address 330 W. 72nd St., Apt 12A
City/state/zip New York, NY 10023
Business address 2 Endo Blvd
City/state/zip Garden City, NY 11530
Telephone 516-569-4000 x229
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 2/10/12 to 1/2014 / /
(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.
Vice President, Richner Communications

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, Clifford Richner, 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 Dec 2017

Hollis Farberman
Notary Public

HOLLIS FARBERMAN
Notary Public, State of New York
No. 01FA6045890
Qualified in Nassau County
Commission Expires July 31, 2018

Long Beach Aware
Name of submitting business

Clifford Richner
Print name

Clifford Richner
Signature

Vice President
Title

12.28.17
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 Patricia H. Hache
Date of birth 8/18/55
Home address 30 Lincoln Ave
City/state/zip Mass Rte NY 11762
Business address Zucker House 1000
City/state/zip Blair Oaks NY 11004
Telephone 516 470-8944
Other present address(es) _____
City/state/zip _____
Telephone 516 578-1692
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 6/1/17
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.

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, PATRICIA HINCKA, 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 2018

Notary Public

Name of submitting business

Print name

Signature

Title

Date

GRACE P. MILLER
Notary Public, State of New York
No. 41-4851876
Qualified in Queens County
Commission Expires February 3, 2018

GRACE P. MILLER
Notary Public, State of New York
No. 41-4851876
Qualified in Queens County
Commission Expires February 3, 2018

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: 4/10/18

1) Proposer's Legal Name: Long Beach Caution to Prevent Intoxicated Drinking, LLC DBA: Long Beach AWARE

2) Address of Place of Business: 20 West Park Ave, Suite 303, Long Beach, NY 11561

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): SAME AS ABOVE

Phone: 516-208-6205

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 6793544880000

5) Federal I.D. Number: 46-4441986

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) NOT FOR PROFIT - INC. 4/15/18

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 NONE

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.

WE HAVE A FORMAL CONFLICT OF INTEREST POLICY IN OUR POLICY + PROCEDURES MANUAL

- 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; December 20, 2013
- 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); New York State
- v) The number of employees in the firm; 5
- vi) Annual revenue of firm; \$ 350,000.00
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 4 years, 1 month

- 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 Office of Alcohol and Substance Abuse Services (OASAS)

Contact Person Scott Brady

Address 450 Western Avenue

City/State Albany, New York

Telephone 518-457-4384

Fax # NONE

E-Mail Address SCOTT.BRADY@OASAS.NY.GOV

Company Long Beach School District
Contact Person DR. Jennifer Gallagher
Address 235 Lido Blvd.
City/State Lido Beach, NY 11561
Telephone 516-697-2104
Fax # None
E-Mail Address jgallagher@lbeach.org

Company Glen Cove SAFE
Contact Person DR. Sharon Harris
Address Glen Cove City Hall, Rm. 204, 1 Glen Street
City/State Glen Cove, New York
Telephone 516-676-2808
Fax # None
E-Mail Address SAFE@GLENCOVE (P) yahoo.com

CERTIFICATION

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I, Judith Vining, 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 April 2018

Kathryn J. Whaley
Notary Public

Kathryn J. Whaley
Notary Public, State of New York
No. 01WH6238935
Qualified in Nassau County
Commission Expires April 11, 2019

Name of submitting business: Long Beach Coalition to Prevent Underage Drinking, Inc.
By: Judith Vining DBA: Long Beach AWARE
Print name
[Signature]
Signature
Executive Director
Title
4/10/2018
Date

LongBeachAware

Executive Director
Judi Vining

Board of Directors
Ellen Friedl
President

Clifford Richner, Esq.
Vice-President

Patricia Hincken
Secretary/Treasurer

Alphonzo Albright
Director

January 19, 2018

To Whom it May Concern:

Please be advised that Long Beach AWARE is an OASAS funded prevention provider. There is no license or Certificate of Operations provided by OASAS for this designation. I am enclosing the email from OASAS that included both our provider number (48860) and our PRU which is 90860.

Sincerely yours,



Judi Vining, Executive Director

Long Beach AWARE

----- Original Message -----

From : McGuire, Jeffrey (OASAS)[mailto:Jeffrey.McGuire@oasas.ny.gov]
Sent : 12/15/2014 11:13:35 AM
To : jvining@lbcoalition.org
Cc : Paula.Pontrelli@hhsnassaucountyny.us
Subject : FW: Long Beach AWARE

Hi Judi,

Long Beach AWARE will be operational January 1, 2015. A provider number has been assigned. It is 48860. A PRU number has also been assigned. It is 90860. The proposed funding amount is \$295,492.

It is also very important that you keep back up documentation for services provided until the new OASAS prevention data reporting system is operational.

If you have any questions or concerns please feel free to contact me.

Thank you and have a great day,

Jeffrey T. McGuire
Addictions Program Specialist
NYS-OASAS Long Island Field Office
Pilgrim Psychiatric Center, Building #1
998 Crooked Hill Road
West Brentwood, New York 11717-1087

(631) 434-7204 Office (631) 434-7264 Fax
Email: Jeffrey.McGuire@oasas.ny.gov

IMPORTANT NOTICE:

This message, and any attached file(s), if any, may contain legally privileged and/or confidential information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this e-mail and the attachments hereto, if any, is strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone or replying to the message AND permanently delete this e-mail and the attachments hereto, if any, and destroy any printed copies thereof.

LongBeachAware

Executive Director
Judi Vining

Board of Directors
Ellen Friedl
President

Clifford Richner, Esq.
Vice-President

Patricia Hincken
Secretary/Treasurer

Alphonzo Albright
Director

January 19, 2018

To Whom it May Concern:

The Board of Directors for Long Beach AWARE as of June 1, 2017 is as follows:

President:	Ellen Friedl,
Vice-President	Clifford Richner
Secy'/ Treasurer	Patricia Hincken
Member	Alphonzo Albright

Executive Director: Judi Vining

Sincerely yours,



Judi Vining, Executive Director

CONFLICT OF INTEREST POLICY

OF

Long Beach Coalition to Prevent Underage Drinking Inc.

ARTICLE I PURPOSE

The purpose of the conflict of interest policy is to protect the interest of Long Beach Coalition to Prevent Underage Drinking Inc. (hereinafter "the Organization") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, director or trustee of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

ARTICLE II DEFINITIONS

1. Interested Person

Any director, trustee, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family.

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement.
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE III PROCEDURES

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors, trustees and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors or trustees whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual

or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV RECORDS OF PROCEEDINGS

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V COMPENSATION

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI ANNUAL STATEMENTS

Each director, trustee, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy
- b. Has read and understands the policy.
- c. Has agreed to comply with the policy, and

- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII PERIODIC REVIEWS

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

This agreement and policy has been adopted by the undersigned.

Gregory Friedl 1/8/14
Gregory Friedl, MD Date

Ellen Friedl 1-8-74
Ellen Friedl. Date

Cliff Richner 1/8/14
Cliff Richner Date

We Address Issues Around Substance Use by Teens and Young Adults

- Alcohol
- Marijuana
- Prescription drugs
- Heroin
- Other harmful substances

Things Parents Can Do To Keep Their Kids Safe...

- Have frequent and open communication
- Set clear family rules
- Enforce consequences
- Know your teen's friends and their parents
- Lock-up your alcohol & prescription drugs
- Be a role model
- Don't be naïve
- Educate yourself!



Resources:

www.oasas.ny.gov
www.drugfree.org/the-parent-toolkit/
www.casacolumbia.org
www.madd.org/underage-drinking/the-power-of-parents/
www.ncadd.org/for-parents-overview
www.underagedrinking.samhsa.gov

To contact the Coalition or learn more about its activities:

Office

Long Beach Coalition
to Prevent Underage Drinking, Inc.
20 West Park Ave, Suite 303A
Long Beach, NY 11561

E-Mail

Info@lbcoalition.org

Phone

516-208-6205

Online:

www.longbeachaware.org

Facebook

www.facebook.com/longbeachaware

Twitter

[@longbeachaware](https://twitter.com/longbeachaware)

LongBeachAware.org

**Changing the Culture Surrounding
Alcohol and Other Drug Use**

A part of Long Beach Coalition to Prevent Underage Drinking, Inc. Funding was made possible (in part) by Grant Number 5U79SP01566 from SAMHSA. Its contents are the author's sole responsibility and do not represent the official views of SAMHSA.

Long Beach Coalition to Prevent Underage Drinking, Inc.



LongBeachAware.org



Mission Statement

The mission of the Long Beach Coalition to Prevent Underage Drinking, Inc., is to help our community become a healthier and safer place for families by changing the culture surrounding alcohol and other drug use.

LongBeachAware.org

About the Coalition

Long Beach Medical Center established the Coalition to Prevent Underage Drinking in August 2000 to address underage drinking and other drug use as a public health crisis. In December 2013, the Coalition became a nonprofit organization. In May 2014, the Coalition launched the Long Beach Aware campaign.



Over the years, the Coalition and its partners have worked collaboratively to decrease substance use - alcohol, tobacco, marijuana, heroin, prescription drugs, and other harmful substances - in our community.

Our Accomplishments Include:

- Change in Open Container Ordinance
- Lock-Up-Your-Liquor Campaigns
- Teen Night Out
- Social Host Law (First in the NY State)
- School District Breathalyzer Policy
- Recipient of DFC, EUDL, STOP and Prevention First - NY! grants
- Weekly alcohol awareness series



Our Approach

"Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has."

- Margaret Mead

The Coalition's focus is aimed at changing *our world* - Long Beach and it's surrounding communities - into a safe and healthy place for families. We use a three - pronged approach: increased enforcement, limiting access and education - all geared towards bringing about lasting change in the community culture around alcohol and other drug use.

What We Do

- Advocate for policies that limit kids' access to alcohol & drugs
- Community education
- Youth leadership training
- In-services for coaches, lifeguards & police
- Responsible beverage service training for merchants
- Provide and support substance-free youth activities



The Coalition's Partner's include:

- City of Long Beach
- Long Beach Police Department
- Long Beach School District
- Nassau County District Attorney
- Long Beach Herald Newspapers
- Long Beach Chamber of Commerce
- Central Council PTA
- Long Beach High School PTSA
- Long Beach Middle School PTA
- Morning Madness
- LBHS Peer Leaders
- LBMS SADD
- Long Beach Fire Department
- Long Beach Auxiliary Police
- Interfaith Clergy Association
- Martin Luther King Center
- Circulo de la Hispanidad
- Long Beach Latino Civic Association
- Long Beach NAACP



Join Us

Donate: Your dollars help us continue our important work and your donation is tax deductible

Volunteer: Lend a hand at one of our community events

Advocate: Write letters or send e-mails to support policy changes

Educate Yourself: Give us your e-mail and receive information, tips & updates

CONTRACT FOR OASAS TREATMENT SERVICES

THIS AGREEMENT, dated as of January 1, 2018 (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 for and on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, N.Y. 11553-3687 (the "Department"), and (ii), **Long Beach AWARE** a New York State not-for-profit [change if not New York or not-for-profit] corporation, having its principal office at **20 West Park Avenue, Long Beach, NY 11561** (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; and

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

WHEREAS, the State of New York, through its Office of Alcoholism and Substance Abuse Services (the "Office"), is desirous of providing funding to the County in connection with the implementation and administration of effective policies and programs designed to carry out the services described in this Agreement and has formulated, set forth and outlined certain criteria and guidelines in connection therewith and has authorized the County on behalf of the Department to enter into agreements with contractors in cooperative efforts to accomplish such aims and purposes; and

WHEREAS, the Contractor is a not-for-profit corporation duly chartered by the State of New York and is empowered and authorized, among other things, to engage in Alcohol and/or Substance Abuse programs and has adequate facilities and competent personnel essential to the successful development and implementation of Education, Prevention and Treatment programs involving alcohol and substance abuse;

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, 2018 and terminate on December 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement, (each calendar year included in the term of this Agreement, an "Agreement Year"), subject to all the terms and conditions of this Agreement including that the County may terminate this Agreement.

2. Services. The services to be provided by the Contractor under this Agreement (the "Services") shall be: as detailed in the Program Narrative(s) attached hereto as Appendix A (the "Program Narrative(s)") and the other appendices and attachments to this Agreement relating to the services being provided. Services shall be rendered in accordance with the terms of this Agreement.

3. Payment. (a) Amount of Consideration.

(i) Agreement Year. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement during the first Agreement Year (the "First Year Maximum Amount") shall not exceed **Two Hundred Ninety Six Thousand Eighty Three Dollars (\$296,083.00)** to be paid as follows:

(A) One third ($\frac{1}{3}$) of the First Year Maximum Amount shall be paid in advance upon execution of this Agreement (the "Advance").

(B) Subsequent monthly installments shall be paid on a reimbursement basis for actual expenses incurred solely in accordance with the budget attached hereto.

(C) Generally, on each of the first eleven (11) claims of the Contractor made under this Agreement, the Contractor will reduce its amount claimed by one eleventh ($\frac{1}{11}$) of the Advance. This recapture schedule may be modified at the Department's discretion, including, but not limited to, when and how many claims may be used to recapture the Advance. If amounts claimed are not sufficient to cover the amount of the Advance, the Contractor must submit a check to the County for the difference upon the filing of the Contractor's CFR as provided below.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears (except as set forth above in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form satisfactory to the County that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or 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) 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. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by this Agreement. The Contractor agrees that in no event shall funds available under this Agreement, including State Aid, be used to substitute for or supplant other available aid or revenue. The funds available through this Agreement shall be the last dollars spent.

(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) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate:

(i) Reimbursement by the contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event 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, as hereinafter defined (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

(ii) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item annual budget (the "Budget") attached to this Agreement. Amounts allocated to line items within the total amount of the Budget attached hereto may be transferred among items upon written request by the Contractor and approval by the County or Department. Any inconsistent provision of this Agreement notwithstanding, the Contractor agrees that any fees paid by or on behalf of a recipient to the Contractor for Services and activities conducted in implementing the program funded by this Agreement, and any income derived from any funds provided by the County or the Office pursuant to the Agreement, shall be accounted for and applied in such a manner and to such purpose as shall be provided by the budget for such program, approved in writing by the County or Department.

(iii) Reconciliation and No Rollover of Funds. On or before the last day of the third (3rd) month following the end of each Agreement Year and the termination of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement Year shall not be applied to or utilized for a different Agreement Year.

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 as a 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 those relating to the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Exhibit "D", conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, confidentiality, 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 Appendices EE and U attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted, including without limitation, those issued by the Office and the Department.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty 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 ("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. (i) The Contractor shall fully comply with regulations relating to the confidentiality of alcohol and drug abuse patient records as published in the Federal Register, August 10, 1987, 42 CFR, Part 2, Vol. 52, No. 110, as may be amended from time to time. (ii) The Contractor shall comply with the provisions of Section 290-299 of the Executive Law and the Civil Rights Law of New York State, as amended, will furnish all information and reports deemed necessary by the New York State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the New York State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the nondiscrimination clauses, the Executive Law and Civil Rights Law. (iii) The provisions of this Section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

(e) The Contractor shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

(f) The Contractor shall fully comply with all applicable provisions of Part 84 of Title 45 of the Code of Federal Regulations, as may be amended from time to time, concerning nondiscrimination on the basis of handicap.

7. Minimum Service Standards. The provisions of this Section shall survive the termination of this Agreement. 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 approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Contractor, in accordance with Law, as hereinafter defined and under the guidance and jurisdiction of the Department and the Office, shall formulate, develop, and implement plans and programs in accordance with various treatment modalities for the prevention or treatment of chemical abuse.

(d) The Contractor shall maintain units of service and expectancies (which may be amended from time to time) established by the County, the Department and the Office.

- (e) The Contractor shall provide Services, including, but not limited to, the following:
- (i) The planning of treatment according to acceptable medical and professional standards for effective services to the greatest number of clients without delay;
 - (ii) The rendering of Services to adults and children under appropriate professional direction;
 - (iii) Services of professional staff which shall be integrated through meetings and conferences for the planning for care for all clients;
 - (iv) Consultant services to other County Departments, community agencies, and other groups to facilitate appropriate care and/or referral of the chemical abusing and addicted population as well as significant others;
 - (v) To conduct outreach efforts for priority groups as established by the Department.

(f) The Contractor agrees to provide services as required by this Agreement, If necessary, at least three (3) evenings each week, if providing chemical dependency services.

(g) The Contractor's Director or the Coordinator of its chemical dependency services shall participate in six (6) mandated "Coordinators' meetings" per year. The Department will give notice to the Contractor as these meetings are scheduled.

(h) The Contractor shall maintain or cause to be maintained appropriate case records for each chemical abuser participating in the alcohol or substance abuse treatment program conducted pursuant to this Agreement which will permit the reporting of census, contacts or both on a monthly basis. Such report shall be submitted on forms designed by the Office and the Department in accordance with the instructions therefore.

(i) The Contractor shall keep, maintain and furnish statistics, data, case records and narrative reports as may be required and directed on forms designed by the Department and the Office and to make all such records available for inspection and copy at all times by authorized personnel of the Department and the Office.

(j) The Contractor shall furnish the Department with a copy of its annual operating schedule which shall include days and hours of operation and those periods of time, if any, when the facility will be closed, no later than forty-five (45) days before the beginning of the year in which the operating schedule will be effective.

(k) No person shall be denied services because of an inability to pay or because of, including but not limited to, race, sex, color, disability, marital status, creed or country of origin. The Contractor shall make no distinctions among participants under this Agreement on the basis of race, color, creed, national origin, sex, disability or marital status.

(l) Neither the Contractor nor any of its staff members shall serve private patients utilizing any funding provided to the Contractor under this Agreement. In addition, the Contractor shall not refer applicants for Services under this Agreement to any member of the Contractor staff for private treatment. In addition, no patient applying for or currently receiving Services from the Contractor may be referred to a private practice setting in which a Contractor staff member shares a board, fiduciary or professional arrangement, including private group practices, professional corporations or other for-profit entities providing any kind of behavioral health care services, including mental health evaluation and counseling, inpatient and residential care or vocational services.

(m) No chief administrator, executive officer, executive director, head of staff or person holding a similar position shall be appointed by the Contractor to administer or work in this program, except with the written approval of the Department. The Contractor shall notify the Department in writing no less than thirty (30) days prior to anticipated changes in personnel at the Executive and/or Program Director level, or in the administrative oversight of the organization, or in the location of any Services funded through the Department and the Office.

(n) The Contractor shall review and evaluate its program, as frequently as may be necessary, but at least annually, and submit such evaluation report on forms designated by the Department to insure that its program is being effectively implemented, and shall encourage the Contractor staff to continue their training and education in maintaining the quality of the Contractor's service.

(o) The Contractor shall forward to the Department copies of annual reports, evaluations and Board minutes.

(p) Both parties hereto agree that they will aid and cooperate with each other and the Office in the coordination of all activities herein contemplated in an effort to maximize results for those exposed to or likely to be exposed to chemical abuse.

(q) The Contractor shall furnish an annual written notice of the names of those individuals serving as members of the Board of the Contractor, and will submit a copy of its By-Laws if the same have been revised since the last submission, within thirty (30) days of such changes or revisions.

(r) The Contractor's agency Board of Directors or Trustees shall meet at least nine (9) times a year, and copies of all Board minutes from these meetings shall be forwarded to the Department within thirty (30) days of each Board meeting.

(s) The Contractor shall [1] staff a sufficient number of multi-lingual direct service workers to provide needed services to non-English speaking populations eligible to attend program or demonstrate regular, on-going recruitment efforts to hire sufficient numbers of multi-lingual direct service workers, and [2] provide, at least on an annual basis, relevant cultural diversity training for staff sensitivity to the cultural and ethnic background of the consumer populations it serves.

(t) The Contractor, to the extent permitted by Law and at the County's direction, shall cooperate in all reasonable respects with the County in educating and assisting clients in obtaining health and human services through the County's No Wrong Door initiative.

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 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.

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 to insure proper care and referral of patients to other suitable facilities, adequate disposition of case records, and appropriate disposition of property, equipment and funds vested in the name of 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) The Contractor agrees that, if notified by the Department that the Contractor is a Subrecipient of federal funds as part of the reimbursement against this Agreement, the Contractor shall comply with all the applicable compliance and audit requirements of OMB Circular A-133 as amended, including but not limited to ensuring that the required audits are performed and appropriate corrective action is taken promptly. The Contractor shall permit the County and its auditors to have access to the Contractor's records and financial statements as necessary for the County to review the Contractor's compliance. The Contractor shall fully cooperate with the Department in the Department's monitoring of the Contractor's adherence to the applicable federal laws and regulations, if applicable.

(c) Inventory. (i) Title to all equipment, supplies, material and furniture purchased with funds paid under this Agreement (the "Equipment") shall vest in the County or the Office, as applicable, and the Equipment shall not be disposed of without the prior written approval of the County.

(ii) The Contractor shall submit to the Department, at least fifteen (15) days prior to the placing of an order to purchase furniture and/or equipment, a list which shall set forth the number of such items proposed to be purchased, their respective intended location and use, the estimated unit price, the estimated total price of the proposed order, and three (3) bids on each item proposed to be purchased, as required by the County. The Contractor shall secure written approval from the Department and the Office prior to the placing of any order to purchase, as required.

(a) The Contractor shall, upon discovery of a theft or unexplained disappearance of any item of furniture or equipment, promptly report the matter to the police and the Department.

(b) The Contractor must also make a record of the disappearance, including a record of the results of any investigation which may be made.

(iii) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(iv) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

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

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.

(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.

18. Publications. The Contractor shall not publish any research findings concerning the data ascertained in consequence of conducting the subject program without first obtaining the Office's and the Department's written approval. Any publication, presentation at a professional conference, or announcement of any nature, issued or authorized by the Contractor, relating to the subject program shall acknowledge the Office's and the Department's support in clearly legible print using the following statement: "Contractor and/or program is funded by the New York State Office of Alcoholism and Substance Abuse Services and the Nassau County Department of Drug and Alcohol Addiction."

19. Funding. Funding for this Agreement is contingent on the availability of New York State funds for this purpose. If subsequent to the execution of this Agreement, additional New York State funds are made available to the County, and the County Legislature makes a budgetary appropriation for this purpose, the County may allocate to the Contractor a portion of these additional funds. Such allocation shall be accomplished by formal written amendment of this Agreement and the budget attached hereto. Payment to the Contractor of any such additional allocation shall be made on a reimbursement basis for amounts actually expended as provided for elsewhere in this Agreement.

20. Certifications. (a) The Contractor hereby certifies that, to the best of its knowledge, it is in compliance with the Office's requirements regarding lobbying as set forth in Exhibit "A" attached hereto.

(b) The Contractor hereby certifies that, to the best of its knowledge, it is in compliance with the Office's requirements regarding Environmental Tobacco Smoke as set forth in Exhibit "B" attached hereto.

(c) The Contractor hereby certifies that, to the best of its knowledge, it is in compliance with the Office's requirements regarding Closely Allied Entities as set forth in Exhibit "C" attached hereto, and that the information provided by the Contractor in Exhibit "C" is true and correct to the best of its knowledge.

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

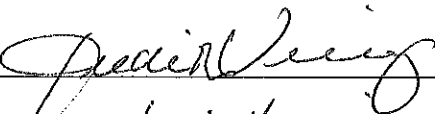
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has 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.

Long Beach AWARE

By: 
Name: Jodi H. King
Title: Executive Director
Date: 1/2/18

NASSAU COUNTY

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

PLEASE EXECUTE IN **BLUE** INK

COUNTY OF NASSAU)

On the 2nd day of January in the year 2018 before me personally came Judith Vining 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 executive director of Long Beach aware, 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

Kathryn J. Whaley
11/2/18

Kathryn J. Whaley
Notary Public, State of New York
No. 01WH6238935
Qualified in Nassau County
Commission Expires April 11, 2019

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

EXHIBIT A

**NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief, that:

1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

2. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Agency: Long Beach AWARE

Legal Name of School or Contractor

By: Judi Vining

Name: Judi Vining

Title: Executive Director

Date: 01/02/2018

EXHIBIT B

NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residents; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification the Contractor certifies that the Contractor will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The above recited language reflects the federal requirements or all federally funded programs. However, New York State Public Health Law 1399-o, governing smoking in public places and facilities, is more restrictive than the federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply.

Agency: Long Beach AWARE

Legal Name of School or Contractor

By: Judi Vining

Name: Judi Vining

Title: Executive Director

Date: 01/02/2018

EXHIBIT C

Section F of the Entity Identification; NYS Charities Registration Information; and Required Certification Form to the OASAS Contract Document

F. CLOSELY ALLIED ENTITIES CERTIFICATION

The undersigned (authorized official signing for the applicant organization) certifies that the following information is correct:

Does your organization have a relationship with any entity which meets the criteria (of a closely allied entity (CAE), as defined in Local Services Bulletin No. 1999-02, issued on January 29, 1999.

☐ YES

☒ NO

If YES, please identify each entity below and, by checking the box next to each, in the column labeled "In Compliance", certify that, in accordance with OASAS policy on closely allied entities, as delineated in Local Services Bulletin No. 1999-02:

Amounts included in the provider's OASAS approved annual budget and State Aid expenditure reimbursement claims, for service provider expenditures involving any and all transactions with a CAE, including the leasing of property and/or the purchase of good and/or services from a CAE are/will be restricted to the lesser of the actual cost to the CAE or fair market value of the transaction.

All funds available to the service provider, through fund raising activities carried out by a CAE on behalf of the service provider, are/will be reflected in the service provider's OASAS approved annual revenue budget.

Documentation is/will be maintained to full demonstrate compliance with OASAS policy.

CAE Name	In Compliance
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

Agency: **Long Beach AWARE**

Legal Name of School or Contractor

By: Judi Vining

Name: Judi Vining

Title: Executive Director

Date: 01/02/2018

EXHIBIT D

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of the effective date of the Agreement (as such term is defined below) and amends and is made part of an agreement (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between **Long Beach AWARE** (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Human Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

1.1 Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.2 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.3 Electronic Protected Health Information. "Electronic Protected Health Information" or "E PHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.4 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.5 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.6 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.7 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.8 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.9 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.10 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.11 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.12 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.13 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements").

If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a. use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b. disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a. use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b. implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c. report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d. develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e. require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f. provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h. within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i. subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j. disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a. at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b. at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c. at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d. record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a. inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b. inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c. inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d. notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a. notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b. notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c. notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b. ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c. report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d. upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e. provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a. comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b. not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

- i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
- ii) adds any elements or segments to the maximum defined data set;
- iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
- iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a. Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b. if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By: _____
Print Name: _____
Title: _____
Date: _____

Long Beach AWARE

By: *Judi Vinny*
Print Name: Judi Vinny
Title: Executive Director
Date: 01/02/2018

Appendix A
Program Narrative

APPENDIX A – PROGRAM NARRATIVE 2018
CHEMICAL DEPENDENCY SERVICES
PREVENTION

School District/Agency Name: Long Beach AWARE

Program Site: Long Beach, New York

Address: 20 West Park Avenue, Suite 303, Long Beach, New York 11561

Contact Person: Judi Vining

OASAS Program/PRU#: 48860/90860

1. PROGRAM DESCRIPTION:

a) Program Goals (Provide an overview of the program's purpose):

Long Beach AWARE's purpose is to help Long Beach and its surrounding communities become a healthier and safer place for families by changing the culture surrounding alcohol and other substance use. We will accomplish this through a combination of environmental and evidence-based strategies.

b) Program Objectives (Describe the type of services provided; Specify which Model Programs are or will be delivered):

1. Environmental strategy: Communities Mobilizing for Change on Alcohol (CMCA)
2. Evidence-Based Model Program(s):
 - a. Lion's Quest
 - b. Positive Action
 - c. Active Parenting/Active Parenting Now

c) Description of the Target Population Served:

1. CMCA: communities of Long Beach, Lido Beach, Island Park, East Atlantic Beach and Point Lookout
2. Lion's Quest: Long Beach Middle School Students
3. Positive Action: At risk for substance abuse and other behavioral problems K-7 graders in two community based after-school programs

4. Active Parenting/Active Parenting Now: parents of at-risk students in the after-school program, parents referred by the Long Beach Court system, and parents of school-aged children referred by the school district.

d) Service Utilization:

Service Type	2016-17 Actual	2017-18 Projected	2018-19 Projected
# Receiving Prevention Counseling	0	0	0
# Participating in Model/Non-Model Program	1464	1800	1800
# Participating in Single Session/Single Continuing	620	700	700
# Receiving Environmental Services	3541	5000	5000

2. PARTICIPANT OUTCOMES:

a) Describe, in numerical terms, the expected participant centered outcomes to result from the delivery of program services (% changes in behaviors, culture, norms):

CMCA:

1. 10 % reduction in sales to minors
2. 10% increase in Social Host Violations
3. 10% increase in community awareness of social host
4. 5% reduction in minor in possession citations

Lion's Quest:

1. 80% demonstrated knowledge of alcohol, other drugs and mental health issues

Positive Action:

1. 20 % reduction in problem and disruptive behaviors

Active Parenting/Active Parenting Now:

1. 25% increase in active listening skills
2. 30 % increase in positive problem solving skills

Community Capacity Building:

1. 20 % increase in community awareness of culture surrounding alcohol and other substance use/abuse
2. 10% effort devoted to developing a law/policy aimed at reducing substance use/abuse

b) Describe the methods and instruments used to measure individual and aggregated participant outcomes:

1. Police Department and Court data on citations issued as compared to prior years
2. Youth Development Survey given to Middle School and High School students
3. Community Survey conducted in different parts of the community as well as on-line, compared to prior years' surveys

3. STAFFING:

Position Type	FTE 2017 YTD	FTE 2018 Budgeted
Executive Director	1	1
Social Worker	1	1
Prevention Specialist	1	1
Administrative Assistant	.6	.6
Evaluator/Data Coordinator	.06	.06

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:

JUDIA VINING (Name)
20 WEST PARK AVENUE, Suite 303 (Address)
Long Beach, N.Y. 11561 (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.

1/2/18
Dated

[Signature]
Signature of Chief Executive Officer

Josiah Winick
Name of Chief Executive Officer

Sworn to before me this

2nd day of January, 2018.

Kathryn J. Whaley
Notary Public

Kathryn J. Whaley
Notary Public, State of New York
No. 01WH6238935
Qualified in Nassau County
Commission Expires April 11, 2019



Nassau County Human Services Universal Budget Form

Return to Face Sheet

Contract # _____

Contract Name: **LONG BEACH AWARE**

Program Name: **LONG BEACH AWARE**

Select Line To
Work On Here

Budget Summary

Work on Salary
and Fringe

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

Work on Line 10

Work on Line 11

Agency
Contribution

Line #	Expense type	Total \$
1a	Salary	\$210,627
1b	Fringe	\$32,001
1 Total	Personnel (Salary plus Fringe)	\$242,628
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$0
4	Equipment	\$0
5	Supplies	\$5,000
6	Contractual Services	\$22,875
7a	Rent	\$22,680
7b	Utilities	\$0
8	Department Specific Costs	\$0
9	Other Costs	\$2,900
10	Administrative Overhead	\$0
	Gross Expenditures (Lines 1 – 10)	\$296,083
11	Revenue, Income, Matches, Local Tax	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$296,083
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$296,083

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval



Universal Budget Form
Nassau County Human Services

Line 1 - Personnel

Return to Summary Page

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

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

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary \$	Fringe \$	Total \$
Judi Vining, Director	1	Administrative work/Prevention work	1.00	\$83,850	\$7,723	\$91,573
Jacqueline Raffaele, SW	1	Social Worker, work with School District and after school programs	1.00	\$55,000	\$11,366	\$66,366
Jenna Stein, Prev. Specialist	1	Work in School and community providing evidence based programs	1.00	\$40,000	\$9,984	\$49,984
Cindy Casson, Evaluator/Data	1	review data for CMCA, evaluate program effectiveness	0.06	\$6,037	\$558	\$6,595
Darlene Tangney, Adm. Asst.	1	Mailings, appointments, recordkeeping, clerical	0.60	\$25,740	\$2,370	\$28,110
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Line 1 Total		n/a	n/a	\$210,627	\$32,001	\$242,628

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time



EDWARD P. MANGANO
COUNTY EXECUTIVE



JAYNE GREENE, N.P.
ACTING DIRECTOR

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200, Uniondale, New York, 11553-3687
Phone: (516) 227-7057; Fax: (516) 227-7076
behavioralhealth@lhssnassaucountyny.us

2018 Refunding Certification

		YES	NO
PROVIDER:	Long Beach Aware		
ADDRESS:	20 West Park Avenue, Suite 303A, Long Beach, NY 11561		
PROGRAM TYPE:	PREVENTION/AGENCY		
PROGRAM LIAISON:	Paula Pontrelli, BS Ed., CPP		
OMH/OASAS/OPWDD LICENSED:			X
NCOMHCDDDS REVIEWED WITHIN PAST 12 MONTHS:		X	
DATE REVIEWED:	May 11, 2017		
PERFORMANCE OUTCOMES REVIEWED:	Compliance with NYS OASAS WITNYS Prevention Plan, community capacity building, NYS OASAS Prevention Guidelines and Nassau County contractual obligations		
OVERALL RATING:	In compliance with prevention plan, guidelines, and contractual obligations and is expected to meet targets		
FUNDING RECOMMENDED FOR CONTRACT YEAR 2018		X	

The contract and performance outcomes for this program/agency are in compliance with NYS OMH, OASAS or OPWDD and Nassau County funding requirements.

Signed: _____

Jayne T. Greene
Acting Director

Date: _____

11/29/17



CERTIFICATE OF LIABILITY INSURANCE

COALITI

CP ID: RS

DATE (MM/DD/YYYY)

02/08/2018

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 Denis A Miller Ins. Agency 80 West Park Avenue Long Beach, NY 11561 Denis A Miller		CONTACT NAME: Denis A. Miller PHONE (A/C, No, Ext): 516-432-9245 FAX (A/C, No): 516-432-3735 E-MAIL ADDRESS:		
INSURED The Long Beach Coalition to Prevent Underage Drinking Inc. 20 West Park Avenue - Ste 303 Long Beach, NY 11561		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Mount Vernon Insurance Company		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y	NBP2551077C	03/21/2017	03/21/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

Certificate holder is included as an additional insured with respect to general liability.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Department
of Human Services
60 Charles Lindbergh Blvd
Suite 200
Uniondale, NY 11553

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
Denis A Miller

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LONGBEA-06

VATH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2017

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.

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PRODUCER
Frenkel & Company
350 Hudson Street, 4th Floor
New York, NY 10014
(212) 488-0200

CONTACT NAME: Terri Burke
PHONE (A/C, No, Ext): 646-893-0385
E-MAIL ADDRESS: tburke@frenkel.com
FAX (A/C, No): 201-536-4788

INSURED
Long Beach Coalition To Prevent Underage Drinking
20 West Park Avenue, Suite 303
Long Beach, NY 11561-

INSURER(S) AFFORDING COVERAGE
INSURER A: Security National Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:
NAIC #: 19879

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	SWC1159291	8/28/2017	8/28/2018	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

Nassau County Department of Human Services
60 Charles Lindbergh Blvd
Ste 200
Uniondale, NY 11553-

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

ACORD 25 (2016/03)

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