



E-57-20

**NIFS ID:CLPD20000001 Department: Police Dept.**

**Capital:**

SERVICE: Support services re domestic violence and abuse

Contract ID #:CQPD15000007

NIFS Entry Date: 21-JAN-20

Term: from 01-NOV-19 to 31-OCT-20

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>The Safe Center LI, Inc.</b>	
Address: 15 Grumman Rd. West, Suite 1000 Bethpage, NY 11714	Contact Person:
	Phone

<b>Department:</b>
Contact Name: Jaclyn Delle
Address: 1 West St. Mineola, NY 11501
Phone: 5165713054

**Routing Slip**

Department	NIFS Entry: X	04-FEB-20 -- JDELLEPD
Department	NIFS Approval: X	04-FEB-20 -- JDELLEPD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	21-FEB-20 -- IQURESHI
OMB	NIFS Approval: X	11-FEB-20 -- JNOGID
County Atty.	Insurance Verification: X	04-FEB-20 -- AAMATO
County Atty.	Approval to Form: X	05-FEB-20 -- MMISRA
CPO	Approval: X	25-FEB-20 -- KOHAGENCE

DCEC	Approval: X	25-FEB-20 -- JCHIARA
Dep. CE	Approval: X	25-FEB-20 -- TFOX
Leg. Affairs	Approval/Review: X	26-MAR-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> This is an amendment to an existing contract with The Safe Center LI, Inc. to provide the Department with support services regarding domestic violence, sex abuse, and child abuse. The purpose of the amendment is to renew and extend the term of the contract for one (1) additional year and increase the maximum amount by \$250,000.00.
<b>Method of Procurement:</b> Contract amendment. Please see procurement history below.
<b>Procurement History:</b> Sole source award. The Safe Center LI, Inc. (formerly "the Nassau County Coalition Against Domestic Violence, Inc.") is a well-established unique not-for-profit organization and the only known source for the combination of services provided under this contract.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$250,000 increase to the maximum amount
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation: (approve as submitted)</b> Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PDH	Revenue		06	PDPDH1135/DE500	\$ 250,000.00
Control:	PD	Contract:				\$ 0.00
Resp:	1135	County	\$ 250,000.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 250,000.00</b>		<b>TOTAL</b>	<b>\$ 250,000.00</b>
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2020

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 POLICE DEPARTMENT, AND THE SAFE CENTER LI, INC. (“SAFE CENTER”)

WHEREAS, the County has negotiated an amendment to a personal services agreement with Safe Center to provide support services for victims of domestic violence, sexual abuse, and child 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 amendment to an agreement with Safe Center.

# NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** The Safe Center LI, Inc.

2. **Dollar amount requiring NIFA approval:** \$250000

**Amount to be encumbered:** \$250000

This is a Amendment

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

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

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

3. **Contract Term:** 11/01/2019-10/31/2020

Has work or services on this contract commenced? Y       

If yes, please explain: Services continuing as amendment is routed for approvals.

4. **Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

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:**

This is an amendment to an existing contract with The Safe Center LI, Inc. to provide the Department with support services regarding domestic violence, sex abuse, and child abuse. The purpose of the amendment is to renew and extend the term of the contract for one (1) additional year and increase the maximum amount by \$250,000.00.

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



## 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.

IQURESHI

21-FEB-20

**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.**

Jack Schnirman  
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: The Safe Center LI, Inc.

CONTRACTOR ADDRESS: 15 Grumman Rd. West, Suite 1000, Bethpage NY 11714

FEDERAL TAX ID #: \_\_\_\_\_

**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 February 29, 2016 [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 the selection of The Safe Center LI, Inc. as a sole source provider. The Safe Center LI, Inc. is a well established, unique organization that has previously contracted with the Nassau County Police Department for these services. The Safe Center LI, Inc. was determined to be the only non-profit capable of providing the combination of services required under this contract. [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-c, 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

2/3/20  
\_\_\_\_\_  
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. 01/18 3

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, LOUANNE MARCHAND state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: THE SAFE CENTER LI, INC.

Vendor's Address: 15 GRUMMAN RD. WEST, SUITE 1000 BETHPAGE NY US 11714

Vendor's EIN or TIN: 112442377

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
12/23/2019 12:02:42 PM

Lobbyist Registration and Disclosure Form:  
09/25/2019 04:55:32 PM

Business History Form certified:  
02/06/2020 12:43:47 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
10/21/2019 02:43:22 PM

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Cynthia Scott [CSCOTT@TSCLI.ORG]	09/25/2019 03:39:55 PM
Eric Penzer [EPENZER@FARRELLFRITZ.COM]	10/24/2019 03:42:47 PM
Robert S Zuccaro [RSZUCCARO@AOL.COM]	12/31/2019 11:32:43 AM
Carol A. Glick [CAROLGLICK@HOTMAIL.COM]	12/02/2019 10:35:09 AM
Stephen G. Bondi [SGBONDI@GMAIL.COM]	10/24/2019 02:46:35 PM
Esther L Fortunoff [ESTHERFORTUNOFF@AOL.COM]	10/07/2019 10:54:00 AM

I, LOUANNE MARCHAND hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity

### 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."

LOUANNE MARCHAND

*Name*

DIR OF FINANCE AND PERSONNEL

*Title*

THE SAFE CENTER LI, INC.

*Name of Submitting Entity*

03/06/2020 12:35:14 PM

*Date*



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?

YES ☒ NO ☐ If yes, to what campaign committee?

District Attorney: Madeline Singas, County Legislator: Siela Bynoe

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.

Electronically signed and certified at the date and time indicated by:

Cynthia Scott [CSCOTT@TSCLI.ORG]

Dated: 12/23/2019 12:02:42 PM

Vendor: The Safe Center LI, Inc.

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: Cynthia G. Scott  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: [REDACTED]  
Business Address: 15 Grumman Road West, Suite 1000  
City: Bethpage State/Province/Terr.: NY Zip/Postal: 11714 Country: [REDACTED]  
Telephone: [REDACTED]  
Other present address(es): none  
City: none State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: [REDACTED]  
Telephone: [REDACTED]  
List of other addresses and telephone numbers attached [REDACTED]

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Executive Director	10/15/1997

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 notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.



I, Cynthia Scott, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Cynthia Scott, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

The Safe Center LI, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Cynthia Scott [CSCOTT@TSCLI.ORG]

Executive Director

Title

09/25/2019 03:39:55 PM

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: Stephen G. Bondi  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: [REDACTED]  
Business Address: 400 Madison Ave, 14th floor  
City: New York State/Province/Terr.: NY Zip/Postal: 10017 Country: US  
Telephone: [REDACTED]  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Terr.: \_\_\_\_\_ Zip/Postal: \_\_\_\_\_ Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President	<u>07/01/2014</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

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 notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

From 07/05/16 to Present: Chief Compliance Officer & Chief Financial Officer of Mittleman Brothers, LLC & Mittleman Investment Management, LLC; from 07/10/10 to 05/13/16 Chief Operating Officer of van Blerna Value Partners, LLC

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Stephen G. Bondi, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Stephen G. Bondi, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

The Safe Center LI, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Stephen G. Bondi [SGBONDI@GMAIL.COM]

President

Title

10/24/2019 02:46:35 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Robert S Zuccaro  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]  
  
Business Address: none  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]  
Telephone: [REDACTED]  
  
Other present address(es): 54 Harbor Lane  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: [REDACTED]  
Telephone: [REDACTED]

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	05/16/2018
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Treasurer, Catholic Health Services of Long Island ("CHSLI") since 02/01/2019. Includes Mercy Medical

Center, St Francis Hospital, St Catherine of Sienna Medical Center, St Charles Hospital, St Joseph Hospital and Good Samaritan Hospital Medical Center.

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.

CHSLI has multiple grant contracts with federal, state and local governments.

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.



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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.  
To the best of my knowledge and belief CHSLI has no current criminal investigations at this time.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Robert S Zuccaro , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert S Zuccaro , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

The Safe Center of Long Island Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Robert S Zuccaro [RSZUCCARO@AOL.COM]

Treasurer

Title

12/31/2019 11:32:43 AM

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: Esther Fortunoff-Greene  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: [REDACTED]  
Business Address: 360 Maple Ave. unit 132  
City: Westbury State/Province/Terr.: NY Zip/Postal: 11590 Country: [REDACTED]  
Telephone: [REDACTED]  
Other present address(es): none  
City: [REDACTED] State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: [REDACTED]  
Telephone: (516) 333-1204  
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	<u>07/01/2014</u>		
(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 notfor-profit organization other than the one submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details.  
Four Leaf Designs, LLC, dba Fortunoff Fine Jewelry, President, owner since 2010.
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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Esther L Fortunoff, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Esther L Fortunoff, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

#### **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.**

The Safe Center LI, inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Esther L Fortunoff [ESTHERFORTUNOFF@AOL.COM]

Vice President

Title

10/07/2019 10:54:00 AM

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: Eric Penzer  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: [REDACTED]  
Business Address: 400 RXR Plaza  
City: Unlondale State/Province/Terr.: NY Zip/Postal: 11556 Country: US  
Telephone: [REDACTED]  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Terr.: \_\_\_\_\_ Zip/Postal: \_\_\_\_\_ Country: \_\_\_\_\_  
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	<u>07/01/2014</u>		
(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 notfor-profit organization other than the one submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details.  
I am a partner/owner of the law firm Farrell Fritz, P.C.
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.  
\_\_\_\_\_

Farrell Fritz provides legal services to various municipalities.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Eric Penzer, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Eric Penzer, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**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.

The Safe Center LI

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Eric Penzer [EPENZER@FARRELLFRITZ.COM]

Vice President

Title

10/24/2019 03:42:47 PM

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: Carol A. Glick  
Date of birth: 04/27/1948  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: [REDACTED]  
Business Address: [REDACTED]  
City: [REDACTED] State/Province/Terr.: [REDACTED] Zip/Postal: [REDACTED] Country: US  
Telephone: [REDACTED]  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province/Terr.: \_\_\_\_\_ Zip/Postal: \_\_\_\_\_ Country: \_\_\_\_\_  
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	<u>07/01/0014</u>
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 notfor-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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Carol A. Glick, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Carol A. Glick, hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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The Safe Center LI, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Carol A. Glick [CAROLGLICK@HOTMAIL.COM]

Secretary

Title

10/24/2019 02:45:21 PM

Date

### **Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 09/26/2019

- 1) Proposer's Legal Name: The Safe Center LI, Inc.
- 2) Address of Place of Business: 15 Grumman Rd. West, Suite 1000  
City: Bethpage State/Province/Territory: NY Zip/Postal Code: 11714  
Country: \_\_\_\_\_
- 3) Mailing Address (if different): Same  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Does the business own or rent its facilities? Rent If other, please provide details:  
\_\_\_\_\_  
\_\_\_\_\_
- 4) Dun and Bradstreet number: 947923397
- 5) Federal I.D. Number: 11-2442377
- 6) The proposer is a: Other (Describe) Not for Profit
- 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, please 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, an explanation of the circumstances and corrective action taken.
- 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, an explanation of the circumstances and corrective action taken.
- 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 investigation, an explanation of the circumstances and corrective action taken.
- b) Any misdemeanor charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the  
circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any  
sanction imposed as a result of judicial or administrative proceedings with respect to any professional license  
held?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the  
circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable  
federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all  
questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the  
questionnaire.

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.

See attached TSCLI policy.

Should a potential conflict of interest arise we will contact the County and be guided accordingly.

1 File(s) Uploaded: TSCLI CONFLICT OF INTEREST POLICY.pdf

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

05/23/1978

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

*No individuals with a financial interest in the company have been attached..*

- iii) Name, address and position of all officers and directors of the company. If none, explain.

*No officers and directors from this company have been attached.*

3 File(s) Uploaded: 2018 TSCLI BOD Contact Info. List.pdf, 2018 TSCLI BOD Contact Info. List.pdf, 2018 TSCLI BOD Contact Info. List.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

120

- vi) Annual revenue of firm;

6981560

- vii) Summary of relevant accomplishments

See attached list of officers and directors (#iii) and summary of relevant accomplishments.

1 File(s) Uploaded: BOD LIST AND ATTACHMENTS TO A,B AND C..pdf

- viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: OPERATING CERT.pdf

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

All information provided in attachment

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	NYS Division of Criminal Justice Services		
Contact Person	Sophia Daskalakis		
Address	80 South Swan St.		
City	Albany	State/Province/Territory	NY
Country			
Telephone	(518) 457-7295		
Fax #			
E-Mail Address	sophia.daskalakis@dcjs.ny.gov		

Company	NYS Office of Children and Family Services		
Contact Person	Adam Berry		
Address	52 Washington St.		
City	Rensselaer	State/Province/Territory	NY
Country			
Telephone	(518) 474-7899		
Fax #			
E-Mail Address	adam.berry@ocfs.ny.gov		

Company	NYS Office of Victim Services		
Contact Person	Shaundra Burch-Sanchez		
Address	80 South Swan St., 2nd Floor		
City	Albany	State/Province/Territory	NY
Country			
Telephone	(518) 457-4866		
Fax #			
E-Mail Address	shaundra.burch-sanchez@ovs.ny.gov		

I, Louanne Marchand , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Louanne Marchand , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

#### **CERTIFICATION**

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Name of submitting business: The Safe Center LI, Inc.

Electronically signed and certified at the date and time indicated by:

Louanne Marchand [LMARCHAND@TSCLI.ORG]

Dir of Finance and Personnel

Title

11/19/2019 10:40:44 AM

Date



## **THE SAFE CENTER LI, INC.**

### **Conflict of Interest Policy**

**Section 1. Purpose.** The purpose of this "Conflicts of Interest Policy" (the "Policy") is to protect the interests of the Corporation when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or Key Employee of the Corporation. The Corporation will not enter into any such transaction or arrangement unless it is determined by the Board in the manner described below to be fair, reasonable and in the best interests of the Corporation at the time of such determination.

This Policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to non-for-profit and charitable organizations. All capitalized terms not defined in this Policy shall have the meaning assigned to them in Appendix A, attached.

**Section 2. Related Party Transactions and Duty to Disclose.** A Related Party Transaction is not necessarily a prohibited transaction. Under this Policy, if the Corporation contemplates entering into a Related Party Transaction, the Independent Directors of the Board must determine if the transaction is fair, reasonable, and in the best interests of the Corporation at the time of such determination.

If at any time during his or her term of service a Related Party acquires any Financial Interest or when any matter for decision or approval comes before the Board in which a Related Party has a Financial Interest, that Financial Interest or potential Related Party Transaction must be promptly disclosed in writing to each member of the Board, the President, and to the Chair of any appropriate Board Committee, together with all material facts. The Board will then follow the procedures in Section 4 of this Policy.

**Section 3. Disclosure and Voting.**

**Disclosure.** Any Related Party shall disclose in good faith all material facts of his or her Financial Interest to the Board.

**Non-Participation and Review.** All transactions, agreements or any other arrangements between the Corporation and a Related Party, and any other transactions which may involve a potential conflict of interest, shall be reviewed by the Independent Directors of the Board. All Related Parties with a Financial Interest shall leave the room in which such deliberations are conducted. The Independent Directors of the Board will then determine whether the contemplated Related Party Transaction is fair, reasonable, and in the best interests of the Corporation at the time of such determination. The Corporation will not enter into any Related Party Transaction unless it is determined to be fair, reasonable and in the best interest of the Corporation at the time of such determination.

**Consideration of Alternate Transactions and Comparability Data.**

If the contemplated Related Party Transaction pertains to compensation for services or the transfer of property or other economic benefit to a Related Party, the Independent Directors of

the Board must determine that the value of the economic benefit provided by the Corporation to the Related Party does not exceed the value of the consideration received in exchange by obtaining and reviewing appropriate comparable data prior to entering the transaction.

In those instances where the contemplated Related Party Transaction does not involve compensation, transfer of property or benefits to a Related Party, the Independent Directors of the Board must consider alternative transactions to the extent possible, prior to entering into such transaction.

**Comparability Data.** When considering the comparability of compensation, for example, the types of relevant Comparability Data that the Independent Directors of the Board may consider include, but are not limited to (1) compensation levels paid by similarly situated organizations, both exempt and non-exempt; (2) the availability of similar services within the same geographic area; (3) current compensation surveys compiled by independent firms; and (4) written offers from similar institutions competing for the same person's services. When the transaction involves the transfer of real property as consideration, the relevant factors include, but are not limited to (i) current independent appraisals of the property, and (ii) offers received in a competitive bidding process.

**Voting.** The Board shall, after considering alternate transactions and/or comparability data, determine in good faith by vote of the Independent Directors of the Board whether the transaction or arrangement is fair, reasonable, and in the best interest of the Corporation at the time of such decision. The transaction shall be approved by not less than a majority vote of the Independent Directors or Committee members present at the meeting. In conformity with the above criteria, the Board shall make its decision as to whether to enter into the transaction or arrangement and shall document the meeting contemporaneously under Section 5 of this Policy.

All Related Parties with a Financial Interest must not be present for deliberations and voting on the transaction or arrangement in which he or she has a Financial Interest. However, Related Parties are not prohibited from providing information regarding the transaction to the Board prior to the Board's deliberations. Only Independent Directors of the Board shall vote on Related Party Transactions. No Director or Officer shall vote, act, or attempt to influence improperly the deliberations on any matter in which he or she has been determined by the Board to have a Financial Interest. Any attempt to vote, act, or improperly influence deliberations by a Related Party on any matter with which such person has a Financial Interest may be grounds for removal from the Board or termination from the Corporation.

**Compensation.**

A voting member of the Board of Directors or an Officer who receives compensation directly or indirectly from the Corporation for services or a Director serving as a voting member of any Committee whose jurisdiction includes compensation matters is precluded from voting or acting on matters pertaining to that Director's or Officer's compensation.

No voting member of the Board or any Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any Committee

regarding compensation.

**Section 4. Audit Committee Review.** The Board may delegate to the Audit Committee, which shall be composed solely of Independent Directors, the adoption, implementation of and compliance with this policy. The Board may delegate to the Audit Committee review and approval of any Related Party Transaction involving a Related Party and the Corporation, as contained in this Policy; provided that if the Related Party Transaction is of a magnitude that would otherwise require full Board approval, the Committee shall submit the Related Party Transaction to the Board for consideration, providing its recommendation as to whether or not to approve it.

In the event the Board delegates the review and approval of Related Party transactions to a committee, all references to Board in this Policy shall be deemed to refer to such Committee and all references to a majority of the Board shall be deemed to refer to a majority of such Committee.

**Section 5. Records of Proceedings.** The minutes of all meetings of the Board and all Committee meetings at which a Related Party Transaction is considered shall contain:

- The names of the persons who disclosed or otherwise were determined to have a potential or actual Financial Interest and/or conflict of interest, the nature of the potential or actual Financial Interest and/or conflict of interest, any action taken to determine whether a Financial Interest or conflict of interest exists, and the Board's decision as to whether a Financial Interest and/or conflict of interest exists.
- The names of the persons who were present for discussions and votes relating to any determinations under Section 3 above, including whether the Related Party and any members not considered to be Independent Directors left the room during any such discussions, the content of such discussions, including discussion of alternative transactions, and whether or not the transaction with the Related Party was approved by the Board.
- The minutes shall be documented contemporaneously to the decision and discussion regarding the Financial Interest or conflict of interest.

**Section 6. Initial and Annual Written Disclosures.** Prior to a Director's initial election to the Board, or an Officer or Key Employee's employment at the Corporation, and thereafter on an annual basis, all Directors, Officers, and Key Employees shall disclose in writing to the Secretary of the Corporation:

- (i) Any entity of which such person or a Relative of such person is an officer, director, trustee, member, owner, or employee and with which the Corporation has a relationship,
- (ii) Any Financial Interest such person may have in any corporation, organization, partnership or other entity which provides professional or other goods or services to Corporation for a fee or other compensation, and

(iii) Any position or other material relationship such Director, Officer, Key Employee, or Relative of such person, may have with any not-for-profit corporation with which the Corporation has a business relationship.

A copy of each disclosure statement shall be kept in Corporation's files and made available to any Director, Officer, or Key Employee upon request.

**Section 7. Annual Statements.** Each Director, Officer, and Key Employee shall annually sign and submit to the Secretary of the Corporation a statement which affirms such person: (a) has received a copy of this Policy, (b) has read and understands the Policy, and (c) has agreed to comply with the Policy.

*I hereby confirm that I have read The Safe Center LI, Inc.'s Conflict of Interest Policy, and that my responses to the above questions are complete and correct to the best of my knowledge and belief. I will promptly report any information of which I become aware that may change this disclosure or require disclosure under this Policy.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX A – DEFINITIONS

### CONFLICT OF INTEREST POLICY: THE SAFE CENTER LL INC.

- **Affiliate.** An affiliate of the Corporation is a person or entity that is directly or indirectly through one or more intermediaries, controlled by, in control of, or under common control with the Corporation.
- **Board of Directors.** The body responsible for the management of the Corporation.
- **Director.** Any voting or non-voting member of the governing board of a corporation, whether designated as a director, trustee, manager, governor, or by any other title.
- **Financial Interest.** A person has a Financial Interest if such person would receive an economic benefit, directly or indirectly, from any transaction, agreement, compensation agreement, including direct or indirect remuneration as well as gifts or favors that are not insubstantial or other arrangement involving the Corporation.
- **Independent Director.** A member of the Board of Directors (the "Board") who:
  - Has not been an employee of the Corporation or an Affiliate of the Corporation within the last three years;
  - Does not have a Relative who has been a Key Employee of the Corporation or an Affiliate of the Corporation within the last three years;
  - Has not received and does not have a Relative who has received more than \$10,000 in compensation directly from the Corporation or an Affiliate of the Corporation in any of the last three years (not including reasonable compensation or reimbursement for services as a Director, as set by the Corporation);
  - Does not have a substantial Financial Interest in and has not been an employee of, and does not have a Relative who has a substantial Financial Interest in or was an Officer of, any entity that has made payments to or received payments from, the Corporation or an Affiliate of the Corporation in excess of the lesser of: (a) \$25,000 or (b) 2% of the Corporation's consolidated gross revenue over the last three years (payment does not include charitable contribution);
  - Is not in an employment relationship under control or direction of any Related Party and does not receive payments subject to approval of a Related Party;
  - Does not approve a transaction providing economic benefits to any Related Party who in turn has approved or will approve a transaction providing economic benefits to the Director.
- **Key Employee.** A Key Employee is a person who is, or has within the last five years, been in a position to exercise substantial influence over the affairs of the Corporation. This includes, but is not limited to:
  - Voting members of the Board;

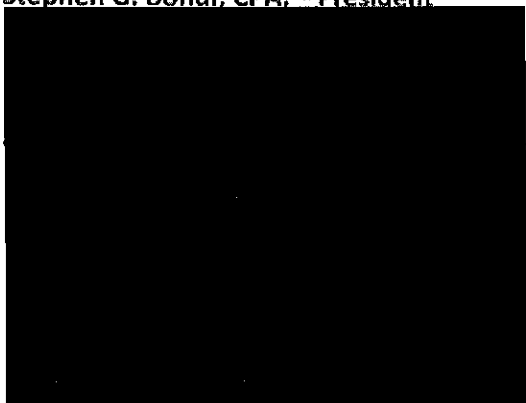
- Presidents, chief executive officers, chief operating officers or employees of any other title with similar responsibilities;
  - Treasurers and chief financial officers or employee of any other title with similar responsibilities; or
  - A "highly compensated" employee, within the meaning of section 4958 of the Internal Revenue Code and guidance issued by the Internal Revenue Service, who is in a position to exercise substantial influence over the affairs of the Corporation.
- **Officer.** A person who has the authority to bind the Corporation as designated in the bylaws of the Corporation.
- **Related Party.** Persons who may be considered a Related Party of the Corporation or an Affiliate of the Corporation under this Policy include:
  - Directors, Officers, or Key Employees of the Corporation or an Affiliate of the Corporation;
  - Relatives of Directors, Officers, or Key Employees;
  - any entity in which a person in (i) or (ii) has a 35% or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%;
  - Founders of the Corporation;
  - Substantial contributors to the Corporation (within the current fiscal year or the past five fiscal years);
  - Persons owning a controlling interest (through votes or value) in the Corporation;
  - Any non-stock entity controlled by one or more Key Employees.
- **Related Party Transaction.** Any transaction, agreement or any other arrangement with the Corporation or an Affiliate of the Corporation in which a Related Party has a Financial Interest. Any Related Party Transaction will be considered a conflict of interest for purposes of this Policy.
- **Relative.** A Relative is a spouse, ancestor, child (whether natural or adopted), grandchild, great grandchild, sibling (whether whole or half blood), or spouse of a child (whether natural or adopted), grandchild, great grandchild or sibling (whether whole or half blood), or a domestic partner as defined in section 2994-A of the New York Public Health Law.



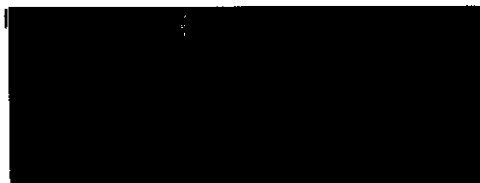
**The Safe Center Board of Directors 2019**

**OFFICERS (7/2014):**

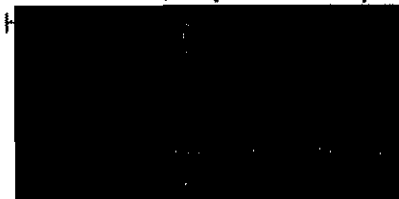
**Stephen G. Bondi, CPA, -- President**



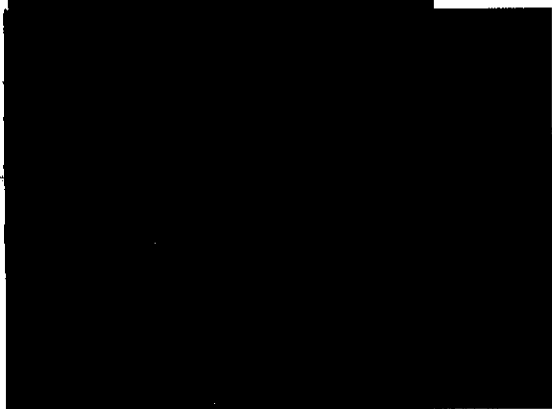
**Robert Zuccaro, CPA -- Treasurer (5/2018)**



**Carol A. Glick, Esq. -- Secretary**

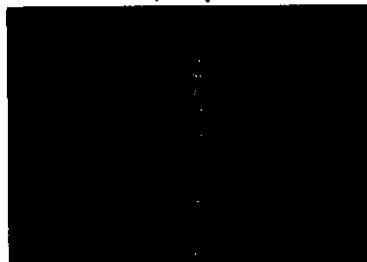


**Esther Fortunoff-Greene -- Vice President**



**MEMBERS AT LARGE:**

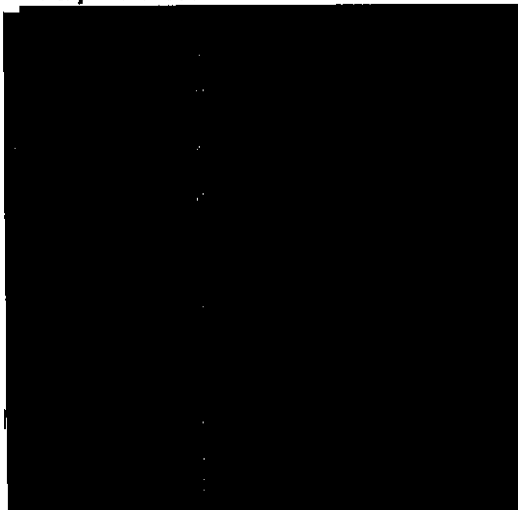
**Cara Cronin, Esq.**



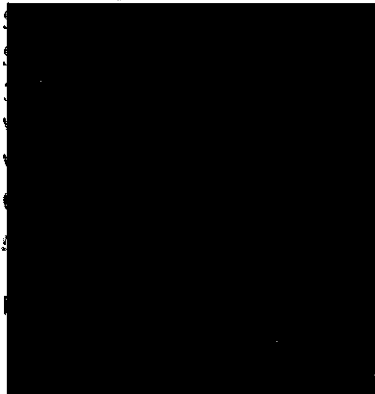
**Eric W. Penzer, Esq. -- Vice President**



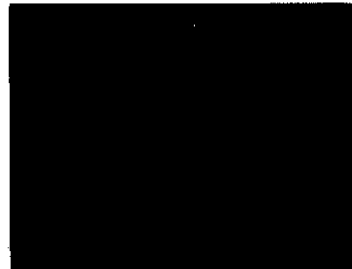
**Henry Davidson**



**Adam Dejak**



**Judy Marrazzo**



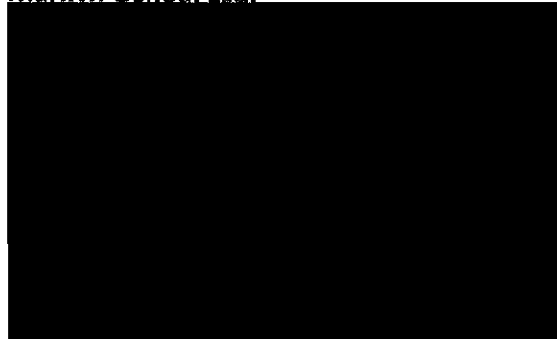
**Christine Egan-Philippides**



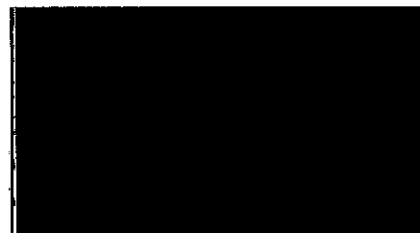
**Russell G. Matthews**



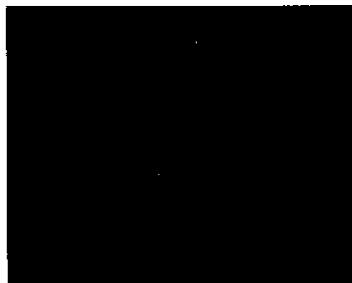
**Marilyn Genoa, Esq.**



**Richard A. Mills, CPA, MS**



**Thomas Locascio**





[REDACTED]

**Stacey Novick**

[REDACTED]

**Thomas Paccione, MBA**

[REDACTED]

**Shanell Parish-Brown, Esq.**

[REDACTED]

**Rubin Plkus**

[REDACTED]

[REDACTED]

**Susan Ring**

[REDACTED]

COUNTY OF NASSAU

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

1. Name of the Entity: The Safe Center LI, Inc.

Address: 15 Grumman Rd. West, Suit 1000

City: Bethpage State/Province/Territory: NY Zip/Postal Code: 11714

Country: \_\_\_\_\_

2. Entity's Vendor Identification Number: 11-2442377

3. Type of Business: Other (specify) Not for Profit Corporation

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):

6 File(s) uploaded 2018 TSCLI BOD Contact Info. List.pdf, 2018 TSCLI BOD Contact Info. List.pdf, 2018 TSCLI BOD Contact Info. List.pdf, 2019 TSCLI BOD Contact Info. List.docx, DOC.pdf, DOC000.pdf

*No principals have been attached to this form.*

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.

If none, explain.

No shareholders, members or partners of firm.

*No shareholders, members, or partners have been attached to this form.*

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

No lobbyist utilized.

1 File(s) uploaded BOD LIST.pdf

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

No lobbying activity.

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

No registered lobbyist.

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.

Electronically signed and certified at the date and time indicated by:

Cynthia Scott [CSCOTT@TSCLI.ORG]

Dated: 10/21/2019 02:43:22 PM

Title: Executive Director

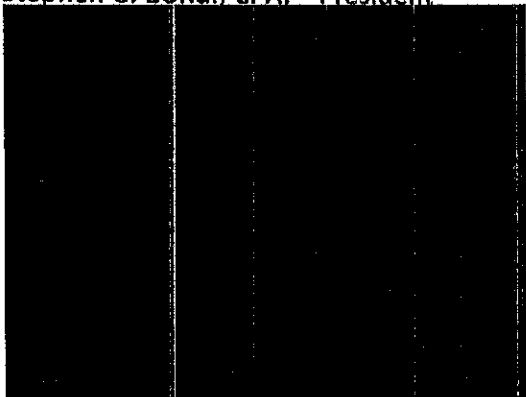
**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, 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.



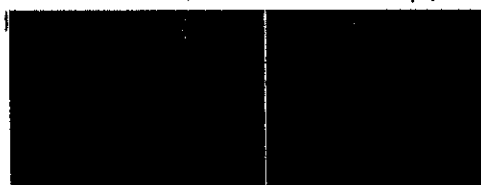
The Safe Center Board of Directors 2019

OFFICERS (7/2014):

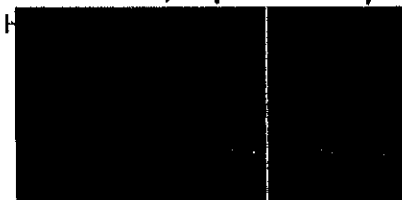
Stephen G. Bondi, CPA, – President



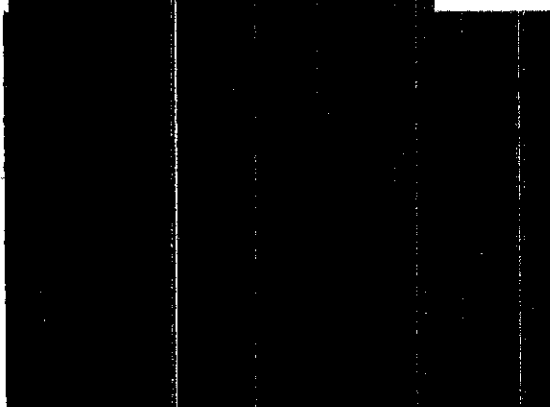
Robert Zuccaro, CPA – Treasurer (5/2018)



Carol A. Glick, Esq. – Secretary

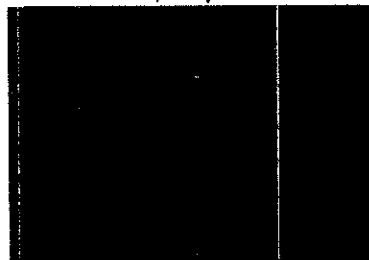


Esther Fortunoff-Greene – Vice President

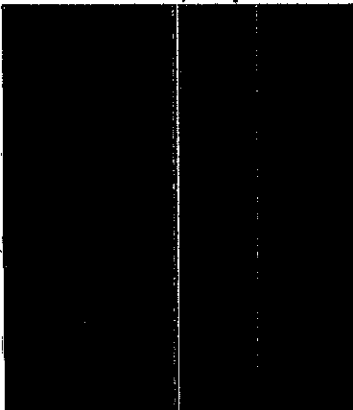


MEMBERS AT LARGE:

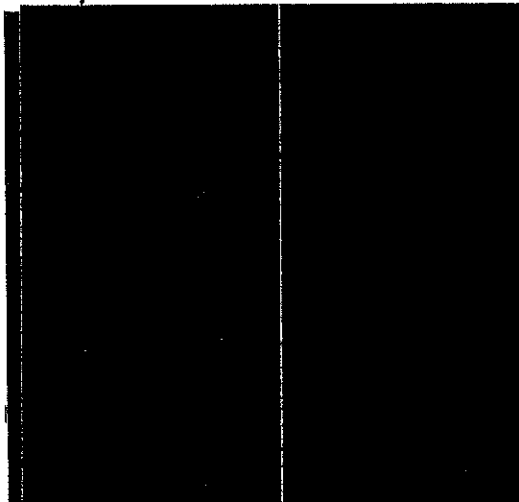
Cara Cronin, Esq.



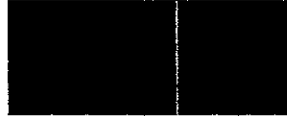
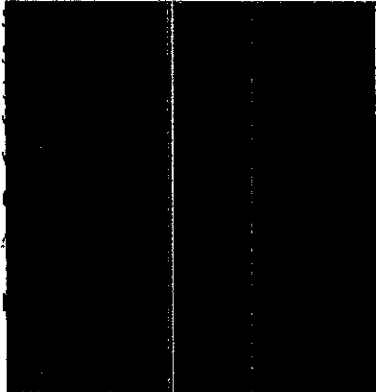
Eric W. Penzer, Esq. – Vice President



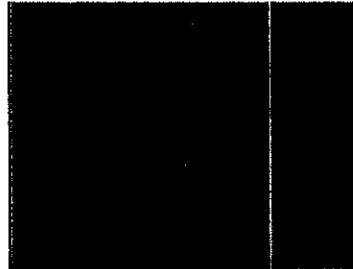
Henry Davidson



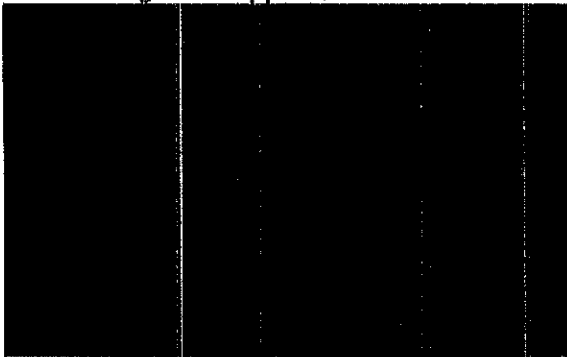
**Adam Dejak**



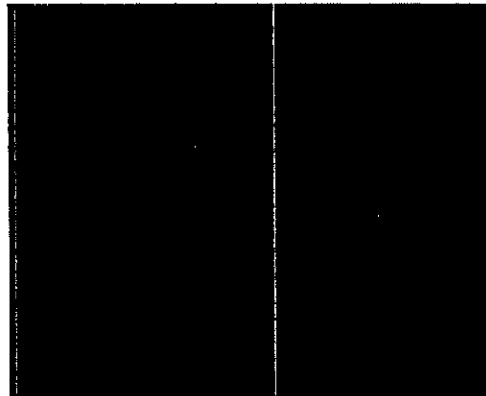
**Judy Marrazzo**



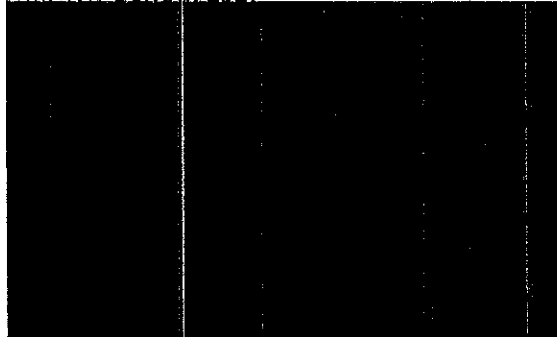
**Christine Egan-Philippides**



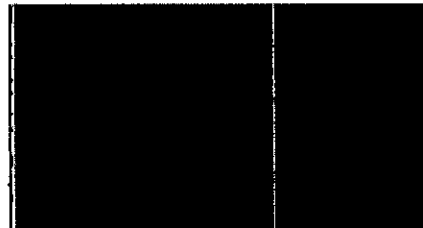
**Russell G. Matthews**



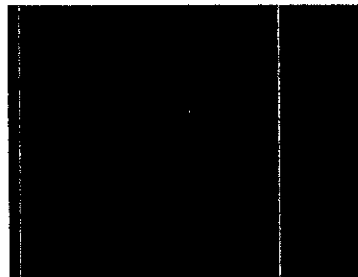
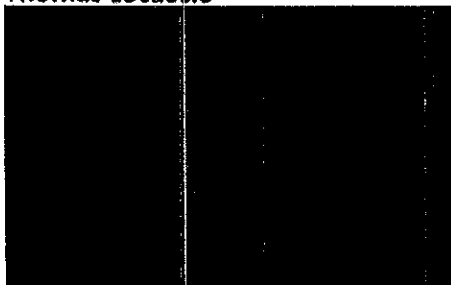
**Marilyn Genoa, Esq.**



**Richard A. Mills, CPA, MS**

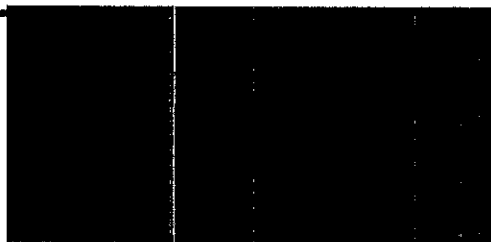


**Thomas Locascio**

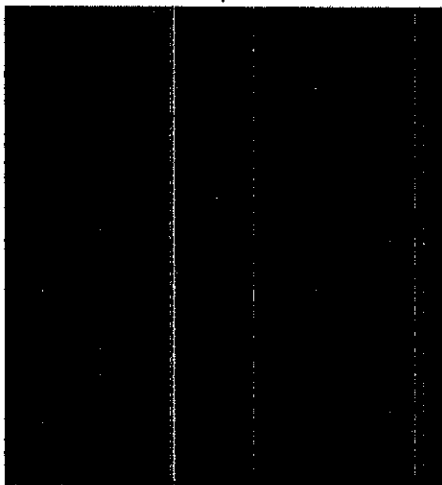


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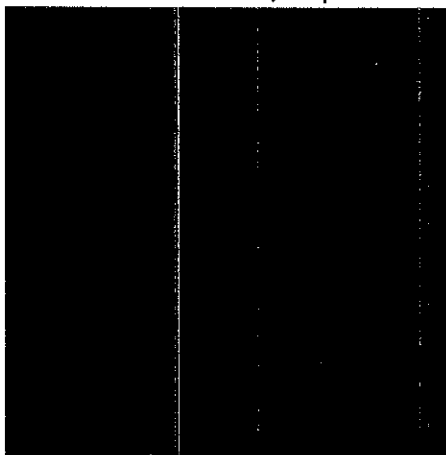
**Stacey Novick**



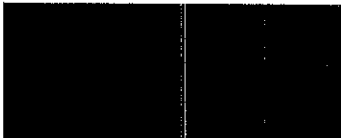
**Thomas Paccione, MBA**



**Shanell Parish-Brown, Esq.**



**Rubin Pikus**



**Susan Ring**



## Amendment #2

THIS AMENDMENT dated as of date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment") between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) The Safe Center LI, Inc., having their principal office at 15 Grumman Road West, Suite 1000, Bethpage, New York 11714 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPD15000007 between the County and the Contractor, executed on behalf of the County on February 29, 2016, as amended by Amendment number one (1), County contract amendment number CLPD18000008, executed on behalf of the County on April 2, 2019 (the "Original Agreement"), the Contractor provides certain law enforcement support services for the Department, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement commenced on November 1, 2015 and shall terminate on October 31, 2019, unless sooner terminated in accordance with the provisions of the Original Agreement, provided, however, that the County may renew the Original Agreement under the same terms and conditions for one (1) additional one (1) year period (the "Term"), and

WHEREAS, the maximum amount of consideration to be paid under the Original Agreement is One Million Dollars (\$1,000,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to renew and extend the Term of the Original Agreement and increase the Maximum Amount.

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

1. Term. The Term shall be extended by one (1) year so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be October 31, 2020, subject to the County's right of early termination pursuant to the Original Agreement.
2. Payment (a) Maximum Amount Increase. The Maximum Amount shall be increased by Two Hundred and Fifty Thousand Dollars (\$250,000.00) so that the maximum amount payable under this Amended Agreement shall be One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00) ("Amended Maximum Amount").  
  
(b) Budget. The amount to be paid to Contractor for the Services provided during the period of November 1, 2019 to October 31, 2020 shall be in accordance with the Budget Summary (the "Budget") attached to this Amendment as "Exhibit A" and incorporated herein. Amounts may be reallocated among line items in the Budget with the written approval of the Department.
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.



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

THE SAFE CENTER LI, INC.

By: CN Scott

Name: CYNTHIA SCOTT

Title: EXEC. DIRECTOR

Date: 10/24/19

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive

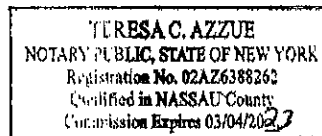
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

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

On the 24TH day of OCTOBER in the year 2019 before me personally came  
CYNTHIA SCOTT 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 EXEC. DIRECTOR of  
THE SAFE CENTER LI, INC., the corporation described herein and which executed the above  
instrument; and that he or she signed his or her name thereto by authority of the board of directors of said  
corporation.

Teresa C. Azzue  
NOTARY PUBLIC



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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally came  
\_\_\_\_\_ to me personally known, who, being 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

### NASSAU COUNTY POLICE DEPARTMENT

### BUDGET SUMMARY

**November 1, 2019 - October 31, 2020**

**AGENCY NAME:** The Safe Center LI, Inc.

**NO. & STREET:** 15 Grumman Road West, Suite 1000

**CITY:** Bethpage, NY 11714

**FOR:** NCPD Victim Safety Project

APPROVED	
CATEGORY OF EXPENDITURES	CURRENT BUDGET

**1. PERSONNEL:** 166,490.00

**2. FRINGE BENEFITS:** 32,330.00

**3. RENT/UTILITIES:** 42,500.00

**4. FURNITURE / EQUIPMENT:** 0.00

**5. GENERAL OPERATING/OTPS:**

STAFF TRAVEL 1,780.00

OFFICE/PROGRAM SUPPLIES 1,000.00

INSURANCE 2,000.00

COMPUTER CONSULTANT 1,000.00

FACILITY MAINTENANCE 2,900.00

**TOTAL GENERAL OPERATING/OTPS:** 8,680.00

**6. NET BUDGET** 250,000.00

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Workers'  
Compensation  
Board

## CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) THE SAFE CENTER LI INC  15-10 GRUMMAN ROAD WEST SUITE 1000 BETHPAGE, NY 11714  Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 516-465-4700  1c. Federal Employer Identification Number of Insured or Social Security Number 112442377
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NASSAU COUNTY 1 WEST STREET MINEOLA, NY 11501	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company  3b. Policy Number of Entity Listed in Box "1a" DBL96450  3c. Policy effective period 04/01/2018 to 03/31/2020

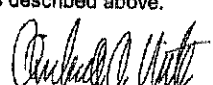
4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10/11/2018 By   
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

### PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

#### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/26/2019

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

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

<b>PRODUCER</b> TOG Insurance Brokerage Group Inc. d/b/a The Oberman Companies 777 Westchester Ave White Plains NY 10604		<b>CONTACT</b> NAME: Phyllis Blake PHONE (A/C, No, Ext): (914) 694-8550 FAX (A/C, No): (914) 694-8562 E-MAIL: pblake@oberman.com ADDRESS: pblake@oberman.com	
<b>INSURED</b> The Safe Center LI, Inc 15 Grumman Rd W Bethpage NY 11714		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Ins Co. NAIC # 18058 INSURER B: Philadelphia Ins Co 23850 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 Liab Master 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	ADOL 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PHPK2026646	08/31/2019	08/31/2020	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 - COMPIOP AGG \$ 2,000,000 Abuse and Molestation \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2026646	08/31/2019	08/31/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	PHUB690308	08/31/2019	08/31/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> 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				CYBER LIAB AGGR 3,000,000/DED 1K 1,000,000/2,000,000 1,000,000/2,000,000
A	PROFESSIONAL LIABILITY ABUSE & MOLESTATION		PHPK2026646	08/31/2019	08/31/2020	

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

Certificate holder is included as additional insured as required by written contract or agreement

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County 1 West Street  Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Derek Oberman
--	--

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New York State Insurance Fund

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166

| nysif.com

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

\*\*\*\*\* 112442377

OBERMAN COMPANIES  
777 WESTCHESTER AVENUE  
WHITE PLAINS NY 10604



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> THE SAFE CENTER LI INC 15 GRUMMAN RD W STE 1000 BETHPAGE NY 11714		<b>CERTIFICATE HOLDER</b> NASSAU COUNTY 1 WEST STREET MINEOLA NY 11501	
<b>POLICY NUMBER</b> H 587 593-5	<b>CERTIFICATE NUMBER</b> 647220	<b>POLICY PERIOD</b> 01/23/2020 TO 01/23/2021	<b>DATE</b> 12/17/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 587 593-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

BY CAUSING THIS CERTIFICATE TO BE ISSUED TO THE CERTIFICATE HOLDER, THE POLICYHOLDER UNDERTAKES TO PROVIDE THE CERTIFICATE HOLDER 30 CALENDAR DAYS' NOTICE OF ANY CANCELLATION OF THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 671151978



E-15-19

NIFS ID:CLPD18000008 Department: Police Dept.

Capital:

SERVICE: Support services regarding domestic violence and abuse

Contract ID #:CQPD15000007

NIFS Entry Date: 27-NOV-18

Term: from 01-NOV-15 to 31-OCT-19

Renewal
Time Extension: X
Addl. Funds:X
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

<b>Vendor Info:</b>	
Name: <b>The Safe Center LI, Inc.</b>	Vendor ID#: 112442377
Address: 15 Grumman Road West Suite 1000 Bethpage, NY 11714	Contact Person: Cynthia Scott
	Phone: 516-465-4700

<b>Department:</b>
Contact Name: Jaelyn Delle
Address: 1 West St. Mineola, NY 11501
Phone: 516-571-3054

## Routing Slip

Department	NIFS Entry: X	28-NOV-18 -- JDELLEPD
Department	NIFS Approval: X	29-NOV-18 -- JDELLEPD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	07-DEC-18 -- APERSICH
OMB	NIFS Approval: X	03-DEC-18 -- JNOGID
County Atty.	Insurance Verification: X	29-NOV-18 -- NSARANDIS
County Atty.	Approval to Form: X	29-NOV-18 -- DMCDERMOTT
CPO	Approval: X	27-DEC-18 -- KOHAGENCE

DCEC	Approval: X	27-DEC-18 -- JCHIARA
Dep. CE	Approval: X	07-JAN-19 -- TFOX
Leg. Affairs	Approval/Review: X	31-JAN-19 -- KHORST
Legislature	Approval: X	13-FEB-19 -- LVOCATURA
Comptroller	Deputy: X	08-MAR-19 -- JSCHOEN
NIFA	NIFA Approval: X	19-MAR-19 -- KSTELLA

## Contract Summary

<b>Purpose:</b> Amendment to an existing contract with the Safe Center LI, Inc. to provide the Nassau County Police Department with support services regarding domestic violence, sex abuse, and child abuse. The amendment exercises one of the available options to renew and extend the contract for one additional year, and increase the maximum amount by \$250,000.
<b>Method of Procurement:</b> Contract amendment. Please see procurement history below.
<b>Procurement History:</b> This is a contract for human services with a not-for-profit agency. Safe Center LI, Inc. (formerly the Nassau County Coalition Against Domestic Violence, Inc.) is a well-established unique organization that has provided services to the NCPD previously, and was determined at the time of award to be the only source for the combination of services provided.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$250,000
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	PDH			5	PDPDH1135/DE600	\$ 250,000.00
Control:	PD	Revenue				\$ 0.00
Resp:	1135	Contract:				\$ 0.00
Object:	DE600	County	\$ 250,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 250,000.00</b>		<b>TOTAL</b>	<b>\$ 250,000.00</b>

RENEWAL	
% Increase	
% Decrease	





E-15-19

**NIFS ID:CLPD18000008 Department: Police Dept.****Capital:**

SERVICE: Support services regarding domestic violence and abuse

Contract ID #:CQPD15000007

NIFS Entry Date: 27-NOV-18

Term: from 01-NOV-15 to 31-OCT-19

Renewal
Time Extension: X
Addl. Funds: X
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

<b>Vendor Info:</b>	
Name: <b>The Safe Center LI, Inc.</b>	Vendor ID#: <b>112442377</b>
Address: 15 Grumman Road West	Contact Person: Cynthia Scott
Suite 1000	
Bethpage, NY 11714	
	Phone: 516-465-4700

<b>Department:</b>
Contact Name: Jaclyn Delle
Address: 1 West St.
Mineola, NY 11501
Phone: 516-571-3054

RECEIVED  
 2018 NOV 29 AM 11:41  
 CLERK OF LEGISLATURE

**Routing Slip**

Department	NIFS Entry: X	28-NOV-18 -- JDELLEPD
Department	NIFS Approval: X	29-NOV-18 -- JDELLEPD
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Leg. Affairs	Approval/Review: X	31-JAN-19 -- KHORST
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

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<b>Impact on Funding / Price Analysis:</b> \$250,000
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

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Resp:	1135	Contract:				\$ 0.00
Object:	DE500	County	\$ 250,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 250,000.00</b>		<b>TOTAL</b>	<b>\$ 250,000.00</b>

RENEWAL	
% Increase	
% Decrease	



Nassau County Interim Finance Authority

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

1. Vendor: The Safe Center LI, Inc.

2. Dollar amount requiring NIFA approval: \$250000

Amount to be encumbered: \$250000

This is a Renewal

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: 11/1/2015 - 10/31/2019

Has work or services on this contract commenced? Y       

If yes, please explain: Services continuing as amendment is routed through approvals.

4. Funding Source:

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 100

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:

Amendment to an existing contract with the Safe Center LI, Inc. to provide the Nassau County Police Department with support services regarding domestic violence, sex abuse, and child abuse. The amendment exercises one of the available options to renew and extend the contract for one additional year, and increase the maximum amount by \$250,000.

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
-------------	------	--------

## 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

07-DEC-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.**

E-15-19

RULES RESOLUTION NO. <sup>20</sup> - 2019

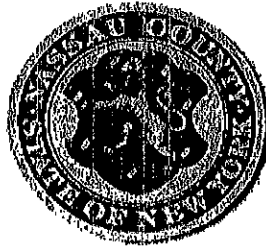
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND THE SAFE CENTER LI, INC.

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the amendment to an  
agreement with The Safe Center LI, Inc.

WHEREAS, the County has negotiated an amendment to a personal services agreement with The Safe Center LI, Inc. to provide support services for victims of domestic violence, sexual abuse, and child 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 authorize the County Executive to execute the amendment to an agreement with The Safe Center LI, Inc.

Jack Schnitman  
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: Safe Center LI, Inc. (CLPDIS000008)

CONTRACTOR ADDRESS: 15 Grumman Rd, West, Suite 1000, Bethpage NY 11714

FEDERAL TAX ID #: 112442377

**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 February 29, 2016 [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 the selection of the Safe Center LI, Inc., a well established unique organization that had previously contracted with the

Nassau County Police Department to provide these services. This vendor was determined to be the only non-profit capable of providing the combination of services required under the contract. [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-c, 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

11/27/11  
\_\_\_\_\_  
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. 01/18 3



### Amendment #1

THIS AMENDMENT dated as of date of execution by Nassau County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment") between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County" or "Customer"), acting on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) The Safe Center LI, Inc., having their principal office at 15 Grumman Road West, Suite 1000, Bethpage, New York 11714 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPD15000007 between the County and the Contractor, executed on behalf of the County on February 29, 2016 (the "Original Agreement"), the Contractor provides certain law enforcement support services for the Department, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement commenced on November 1, 2015 and shall terminate on October 31, 2018 (the "Term"); and

WHEREAS, the Original Agreement contains two (2) renewal options (each renewal option shall be referred to as a "Renewal Option"); and

WHEREAS, each Renewal Option is one (1) year in duration; and

WHEREAS, the maximum amount of consideration to be paid under the Original Agreement is Seven Hundred and Fifty Thousand Dollars (\$750,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the first Renewal Option under the Original Agreement and increase the Maximum Amount; and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

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

1. Term. The County hereby elects to exercise the first Renewal Option thereby extending the Term for an additional one (1) year period, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be October 31, 2019, subject to the County's right of early termination pursuant to the Original Agreement.
2. Payment. (a) The Maximum Amount in the Original Agreement shall be increased by Two Hundred and Fifty Thousand Dollars (\$250,000.00) so that the maximum amount payable under this Amended Agreement shall be One Million Dollars (\$1,000,000.00) ("Amended Maximum Amount").

(b) The amount to be paid to Contractor for the Services provided during the period of November 1, 2018 to October 31, 2019 shall be in accordance with the Budget Summary

attached to this Amendment (the "Budget"). Amounts may be reallocated among line items in the Budget with the written approval of the Department.

3. Compliance with Law. *The following sections shall be added to the Original Agreement Section III "Compliance with Law:*

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

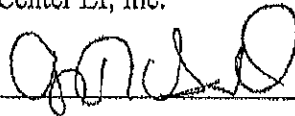
*(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County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

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

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

The Safe Center LI, Inc.

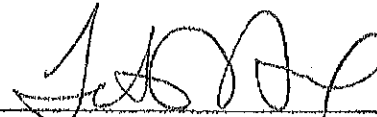
By: 

Name: CYNTHIA SCOTT

Title: EXECUTIVE DIRECTOR

Date: 11/16/18

NASSAU COUNTY

By: 

Name: Tatum J. Fox

Title: Deputy County Executive

Date: 4/2/19

PLEASE EXECUTE IN BLUE INK

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

On the 6TH day of NOVEMBER in the year 2018 before me personally came CYNTHIA SCOTT 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 EXEC.DIRECTOR of THE SAFE CENTER LI, INC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

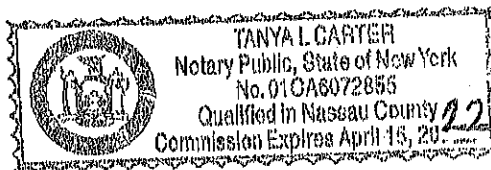
  
NOTARY PUBLIC

TERRAY GREGORETTI  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01GRB103088  
Qualified in New York County  
My Commission Expires 12-15-2019

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

On the 2 day of April in the year 2019 before me personally came Tatum J. Fox to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

  
NOTARY PUBLIC



**NASSAU COUNTY POLICE DEPARTMENT**  
**BUDGET SUMMARY**  
**November 1, 20187 - October 31, 2019**

**AGENCY NAME:** The Safe Center LI, Inc.

**NO. & STREET:** 15 Grumman Road West, Suite 1000  
**CITY:** Bethpage, NY 11714

**FOR:** NCPD Victim Safety Project

CATEGORY OF EXPENDITURES	APPROVED
	CURRENT BUDGET
<b>1. PERSONNEL:</b>	<b>165,120.00</b>
<b>2. FRINGE BENEFITS:</b>	<b>33,700.00</b>
<b>3. RENT/UTILITIES:</b>	<b>42,500.00</b>
<b>4. FURNITURE / EQUIPMENT:</b>	<b>0.00</b>
<b>5. GENERAL OPERATING/OTPS:</b>	<b>8,680.00</b>
<b>6. NET BUDGET</b>	<b>250,000.00</b>



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2018

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

PRODUCER TQG Insurance Brokerage Group Inc. d/b/a The Cherman Companies 777 Westchester Ave White Plains INSURED The Safe Center L.L. Inc 16 Grumman Rd W Bethpage	NY 10604 NY 11714	CONTACT: Phila Blaks PHONE (914) 884-8560 FAX (914) 884-8582 EMAIL: phlaka@oberman.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co. INSURER B: Philadelphia Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18068 23850
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## COVERAGES

CERTIFICATE NUMBER: 18-19 Master

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.

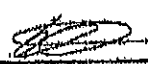
CLASS	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIED PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-PORT <input type="checkbox"/> LOSS OTHER:	Y	PHPK1870082	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMODITIES \$ 2,000,000 Abuse and Molestation \$ 1,000,000 SOLICITED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY		PHPK1870082	08/31/2018	08/31/2019	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR	Y	PHUR044168	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 PER STATE <input type="checkbox"/> OTHER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NJ) (yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N N/A				EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ Cyber Liability Aggregate 3,000,000/ded 1K 1,000,000/2,000,000 1,000,000/2,000,000
A	Professional Liability Abuse & Molestation		PHPK1870082	08/31/2018	08/31/2019	

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

Certificate holder is included as additional insured as required by written contract or agreement

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County 1 West Street  Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-8188

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

\*\*\*\*\* 112442377

OBERMAN COMPANIES  
777 WESTCHESTER AVENUE  
WHITE PLAINS NY 10604



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> THE SAFE CENTER LING 15 GRUMMAN RD W STE 1000 BETHPAGE NY 117146028		<b>CERTIFICATE HOLDER</b> NASSAU COUNTY 1 WEST STREET MINEOLA NY 11501	
<b>POLICY NUMBER</b> H 687 593-5	<b>CERTIFICATE NUMBER</b> 183030	<b>POLICY PERIOD</b> 01/23/2018 TO 01/23/2019	<b>DATE</b> 1/11/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 687 593-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 576579460

# COUNTY OF NASSAU

## INTER-DEPARTMENTAL MEMO

**DATE:** December 21, 2018

**TO:** Kate O'Hagen, Procurement Compliance Analyst  
Robert Cleary, Chief Procurement Officer

**FROM:** Commissioner of Police

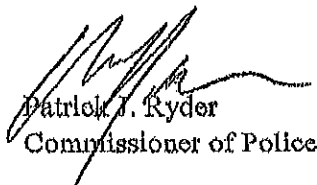
**SUBJECT:** COUNTY CONTRACT AMENDMENT NUMBER CLPD18000008  
SAFE CENTER LI, INC. – SOLE SOURCE JUSTIFICATION

This memorandum is submitted in response to your request for an updated sole source justification for the above-mentioned contract amendment. The purpose of this amendment is to exercise one of the two available options to renew and extend a contract with Safe Center LI, Inc. ("Safe Center") for law enforcement support services. This contract was entered into after Safe Center was selected by the Police Department and approved as a sole source to deliver a broad base of services to victims of domestic violence and sexual assault in Nassau County.

Safe Center was formed by the merger of two former not-for-profit agencies that separately serviced the victims of domestic abuse and child abuse in our geographical area – the Nassau County Coalition Against Domestic Violence (NCCADV) and the Coalition Against Child Abuse and Neglect (CACAN). These organizations provided services to victims of abuse for over thirty years. Safe Center offers a broad spectrum of services including group counseling, shelter and housing assistance, immigration services, individual therapy, and adult basic education. Its staff is comprised of highly trained professionals well qualified to enhance the recovery of trauma victims and their non-offending family members.

The Police Department, through the course of its daily operations, encounters the need to aid victims of domestic violence and sexual assault. Safe Center has developed a comprehensive program that integrates professional expertise from a variety of disciplines in order to meet the complex needs of victims, and it operates Nassau County's Domestic Violence and Rape/Sexual Assault Hotlines, as well as a shelter for domestic violence victims and their children. Safe Center is a well-established and uniquely qualified organization with a long history of working with the Police Department, as well as the Nassau County District Attorney's Office and other local agencies. There is no other organization in our area that possesses the experience, staff, resources, facilities, and affiliations to provide the combination of services required under this contract.

I trust this memo satisfies your inquiry, however, please do not hesitate to contact my office if you have any additional questions.

  
Patrick J. Ryder  
Commissioner of Police

PJR/jd



Contract ID#: COPD15-000007

Department: Police



E-7-16

## Contract Details

SERVICE Support Services Against Domestic Violence

NIFS ID #: COPD15-0000 07

NIFS Entry Date: 11-14-15 Term: from: 11/1/2015 to: 10/31/2018

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

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

## Agency Information

Vendor	
Name Safe Center LI, Inc.	Vendor ID# 112442377-01
Address 15 Grumman Road West Suite 1000 Bethpage New York 11714	Contact Person Sandy Olivia, Executive Director  Phone / email 516-465-4700 / SOLIVA@tsoli.org

County Department
Department Contact Sergeant Judith Hoffman
Address 1490 Franklin Avenue, Mineola 11501
Phone 516-573-7400-

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	11-14-15	[Signature]	
	OMB	NIFS Approval (Contractor Registered)	11/20/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
11/30/15	County Attorney	CA RE & Insurance Verification	12/1/15	[Signature]	
12/1/15	County Attorney	CA Approval as to form	12/2/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	1/9/16	[Signature]	
1/28/16	County Attorney	NIFS Approval	1/28/16	[Signature]	
	Comptroller	NIFS Approval	2/10/16	[Signature]	
1/4/16	County Executive	Notarization Filed with Clerk of the Leg.	1/4/16	[Signature]	

Contract ID#: CQPD15-000007Department: Police

# Contract Summary



**Description:** New contract with Safe Center LI, (formerly; Nassau County Coalition Against Domestic Violence), Inc., for support services with regard to domestic violence, sexual abuse, and child abuse.

**Purpose:** The Contractor will assist the Department in its goal of the prevention of abuse by providing a helpline to access information, development and dissemination of educational materials, outreach, and counseling, and referrals.

**Method of Procurement:** This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Safe Center LI, Inc. (formerly Nassau County Coalition Against Domestic Violence, Inc.) is a well-established unique organization that has already been working with Nassau County Police Department, and the Department would like to continue their services. This vendor is the only source for the combination of services provided and there are no other vendors that provide this combination of services.

**Procurement History:** None.

**Description of General Provisions:** Contractor will assist the Department in the prevention and treatment of abuse by providing the Department with assistance in the following areas: education, general advocacy, referrals, policy and legislative support services.

**Impact on Funding / Price Analysis:** For calendar year 2015 expenditures, \$41,667.00 will be partially encumbered in accordance with paragraph 3.b of Agreement.

**Change in Contract from Prior Procurement:** None

**Recommendation:** approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1135
Object:	DE500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	<del>XXXXXX</del>
County	\$ 41,667.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 41,667.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1135/DE500	\$ 41,667.00
2		\$
3		\$
4		\$
5		\$
6		\$
	<b>TOTAL</b>	<b>\$ 41,667.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: J. Oweis, Esq.

Date: 11/14/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>	Date: <u>11/4/16</u>
Date: <u>2/11/16</u>	Date: <u>8/11/14</u>	(For Office Use Only)
		E #:

E-7-16

RULES RESOLUTION NO. 8 - 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND THE SAFE CENTER, LI INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Yeas Vote on 1-25-16  
VOTING:  
yeas 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with the Safe Center LI, Inc. to provide support and assistance for victims of domestic violence, sexual abuse and child 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 authorize the County Executive to execute the said agreement with the Safe Center LI, Inc.



E-7-16

**POLICE DEPARTMENT  
COUNTY OF NASSAU, NEW YORK**

---

**DATE:** January 14, 2016

**SUBJECT: DOMESTIC ABUSE PREVENTION AND TREATMENT SERVICES - THE  
SAFE CENTER OF LONG ISLAND, INC.**

This memorandum is pursuant to section VI of the Comptroller Approval form, attached, explaining the selection of the SAFE Center LI to deliver a broad base of services to victims of domestic violence and rape/sexual assault in Nassau County.

The Nassau County Police Department, through the course of its daily operations, encounters needs for victims of domestic violence and rape/sexual assault to be provided assistive resources. The SAFE Center of Long Island, Inc. (formerly Nassau County Coalition Against Domestic Violence - NCCADV), founded in 1977, is the only agency in Nassau County providing a combination of comprehensive services to victims of domestic violence and rape/sexual assault.

The SAFE Center operates the County's Domestic Violence and Rape/Sexual Assault Hotlines, as well as a shelter for domestic violence victims and their children. Direct services include the two 24-hour hotlines for rape/sexual assault and domestic/dating violence, crisis intervention, counseling, advocacy, legal assistance, shelter, and emergency room escort for rape/sexual assault and domestic violence victims. Recognized as providing professional services and acting as the hub of an extensive resource and referral network, the Coalition is utilized by law enforcement agencies, the Courts, human service agencies, medical providers, and other systems throughout the County as the primary resource for assisting victims and for acquiring information and training. The SAFE Center has developed a comprehensive program that integrates professional expertise from a variety of disciplines in order to meet the complex needs of victims. Agency units work closely with each other, bringing together their specialized knowledge and skills to provide an easy access/rapid response network of critical services. The SAFE Center also works vigorously to increase public awareness, train professionals, advocate for needed system changes, and ensure social accountability and responsiveness in identifying and assisting victims. Bilingual services are available for all agency programs.

Based on the foregoing, The SAFE Center of Long Island, Inc. has proven to be uniquely qualified to provide the services required by the County.

  
Thomas C. Krumpert  
Acting Commissioner

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 201\_\_ (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) **Safe Center LI, Inc.**, having their principal office at **15 Grumman Road West Suite 1000, Bethpage, N.Y. 11714** (the "Contractor").

### WITNESSETH:

WHEREAS, Contractor is a not-for-profit 501 (c)(3) (IRC) community and victim's rights organization dedicated to the prevention and treatment of domestic abuse through the provision of education, advocacy, victim services, treatment, policy and legislative support services. In addition, the Contractor provides support and assistance for victims of domestic violence, sexual abuse and child abuse.

WHEREAS, Contractor made a proposal to the Department for the receipt of monies pursuant to the terms and conditions described in this Agreement; and

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

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

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

1. Term. This Agreement shall commence as of November 1, 2015 and terminate October 31, 2018 ("Term"), unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year periods.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the following:

(a) Support Services for Law Enforcement. The Contractor shall work in conjunction with the goals of the Department in the prevention of domestic violence, sexual abuse, and child abuse by providing services to the residents of Nassau County, including, but not limited to:

- i. Domestic Violence/Sexual Abuse Hotline;
- ii. Development and dissemination of educational materials and information to prevent abuse;
- iii. Community Educational Programs geared to prevent abuse including but not limited to schools, camps, sports leagues, community, and youth groups;

- iv. Professional Education Programs focusing on the identification and Reporting of abuse, Abuse Prevention and Intervention;
- v. Victim support services for child and adult victims of domestic violence, sexual abuse and child abuse; and
- vi. Policy Support.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall be **Seven Hundred Fifty Thousand dollars (\$750,000.00)(Maximum Amount)**. All moneys expended pursuant to this Agreement shall be in accordance with the budget as referenced in subparagraph (ii) of this Agreement. Contractor agrees to hire a Certified Public Accountant ("CPA") licensed by New York State to audit its books and records to account for the \$750,000.00. This audit is in addition to any audit or inspection that may take place in accordance with paragraph 12 of this Agreement. The CPA's audit report shall be mailed to the Nassau County Comptroller at 240 Old Country Road, Mineola, New York 11501 with a copy to the Nassau County Police Department, Office of Chief of Detectives, 1490 Franklin Avenue, Mineola, New York 11501. At the expiration of the term of this Agreement, and/or at any time requested, Contractor shall provide the Department, with a full accounting of the expenditure of all funds allocated under this Agreement.

(ii) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the Budget Summary attached to this Agreement (the "Budget"). Amounts may be reallocated among line items in the Budget with the written approval of the Department.

(b) Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement, on a pro-rata basis per calendar year. The Contractor further acknowledges that the first encumbrance shall be \$41,667.00 Dollars for the 2015 calendar year.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) 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.

(e) 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.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(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.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

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 claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (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 required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be

null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of

their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor 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. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. 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.

20. Administrative Service Charge. Waived, Contractor is a not-for-profit organization.

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

(a) Approval and Execution. The County shall have no liability under this Agreement



(including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.


[The remainder of this page is intentionally left blank.]

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

**SAFE CENTER LI, INC.**

 By:   
\_\_\_\_\_  
SANDRA OLIVA Name: CYNTHIA SCOTT  
\_\_\_\_\_  
CO-EX. DIRECTOR Title: CO-EX. DIRECTOR  
\_\_\_\_\_  
10/5/15 Date: 10/5/15

**NASSAU COUNTY**

By:   
\_\_\_\_\_  
Name: Charles Raban  
\_\_\_\_\_  
Title: County Executive  
☒ Deputy County Executive  
\_\_\_\_\_  
Date: 2/25/16

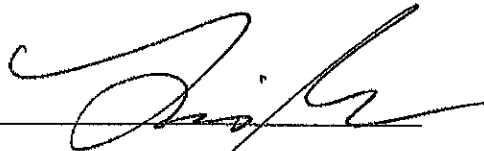
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5<sup>th</sup> day of October in the year 2015 before me personally came SANDRA OLIVA/CYNTHIA SCOTT to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK/NASSAU; that he or she is the CO-EX. DIRECTOR of THE SAFE CENTER, LI, 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

Lois Schwaebler  
Notary Public, State of NY  
Reg. No. 02SC5006872  
Comm. Expires 01/04/2019

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 29 day of February in the year 2016 before me personally came Charles R. Bender to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.



\_\_\_\_\_  
NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01H50239028  
Qualified in Nassau County  
Commission Expires April 02, 2016

**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:

SANDRA OLIVA / CYNTHIA SCOTT (Name)  
15 GRUMMAN RD. WEST #1000 BETHPAGE, NY 11714 (Address)  
516-465-4700 (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:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

SEE ATTACHED  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

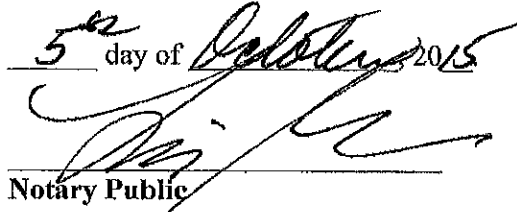
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

10/5/15  
Dated \_\_\_\_\_

  
Signature of Chief Executive Officer

SANDRA OLIVA / CYNTHIA SCOTT  
Name of Chief Executive Officer

Sworn to before me this

5<sup>th</sup> day of October 2015  
  
Notary Public

Lois Schwaebler  
Notary Public, State of NY  
Reg. No. 02SC6006672  
Comm. Expires 01/04/2019

Although The Safe Center LI is not certain whether this falls within the information request, during the past 5 years, 2 former employees had filed complaints with the New York State Division of Human Rights (NYSDHR). The complaints were not initiated by any governmental agency. However, once someone files a complaint with the NYSDHR, this automatically triggers an investigation by the NYSDHR. These matters have since been dismissed by the NYSDHR.

A complaint has been filed by a client of the agency and is currently under review by the NYSDHR.



**NASSAU COUNTY POLICE DEPARTMENT**  
**BUDGET SUMMARY**  
**November 1, 2015 - October 31, 2016**

**AGENCY NAME:** The Safe Center LI, Inc.

**NO. & STREET:** 15 Grumman Road West, Suite 1000

**CITY:** Bethpage, NY 11714

**FOR:** NCPD Victim Safety Project

CATEGORY OF EXPENDITURES	APPROVED CURRENT BUDGET
1. PERSONNEL:	159,600.00
2. FRINGE BENEFITS:	33,000.00
3. RENT/UTILITIES:	48,330.00
4. FURNITURE / EQUIPMENT:	2,000.00
5. GENERAL OPERATING/OTPS:	7,070.00
6. NET BUDGET	250,000.00

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THE SAFE CENTER LI							
NASSAU COUNTY EDUCATION GRANT							
THREE YEAR BUDGET							
NOVEMBER 1, 2016 - OCTOBER 31, 2018							
				2016-2016	2016-2017	2017-2018	TOTAL
PERSONNEL	EMPLOYEE	ANNUAL SALARY	% TO GRANT	POL DEPT FUNDS	POL DEPT FUNDS	POL DEPT FUNDS	THREE YEAR BUDGET
DIRECTOR OF EDUCATION	ANTHONY ZENKUS	61,852	25.96%	16,000	16,000	16,000	48,000
ASSOC DIR OF EDUCATION	DIANE HARVEY	65,000	32.00%	17,600	17,600	17,600	52,800
EDUCATION COORDINATOR	SOPHIE KRAVET	42,000	100.00%	42,000	42,000	42,000	126,000
EDUCATION COORDINATOR	HEATHER GILMARTIN	42,000	100.00%	42,000	42,000	42,000	126,000
CRISIS CENTER COORD	LEIGH VEYTSMAN	52,000	9.02%	5,000	5,000	5,000	15,000
ADVOCATE	MICHAEL BROWN	31,600	6.36%	2,000	2,000	2,000	6,000
ADVOCATE	JOSH MASS	30,000	100.00%	30,000	30,000	30,000	90,000
COMMUNICATIONS SPEC	MAUREEN KELLY	48,000	10.42%	5,000	5,000	5,000	15,000
SUB TOTAL				169,600	169,600	169,600	478,800
FRINGE				33,000	33,000	33,000	99,000
TOTAL PERSONNEL COSTS				192,600	192,600	192,600	577,800
OTPS							
FACILITY MAINTENANCE				3,070	3,070	3,070	9,210
EQUIPMENT				2,000	2,000	2,000	6,000
STAFF TRAVEL				2,000	2,000	2,000	6,000
STAFF TRAINING				2,000	2,000	2,000	6,000
RENT/FACILITY				48,330	48,330	48,330	144,990
SUB TOTAL				57,400	57,400	57,400	172,200
TOTAL				250,000	250,000	250,000	750,000