

#### E-5-22 Certified:

Filed with the Clerk of the Nassau County Legislature on February 14, 2022 11:28am

# NIFS ID:CLHI21000032 Department: Housing and Homeless Services

### Capital:

SERVICE: American Rescue Plan Act Funding

Contract ID #:CQHI20000017 NIFS Entry Date: 14-DEC-21 Term: from 01-APR-19 to 31-MAR-25

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: National Development Council	Vendor ID#: 13-6532871
Address: 1 Battery Park Plaza	Contact Person: Janet Thomeas
24 Whitehall Street, Suite 710	
New York, NY 10004	
	Phone: 718-753-0037

Department:
Contact Name: Theresa Dukes
Address: 1 West Street, Suite 365
Mineola, NY 11501
Phone: 516-572-1924

# **Routing Slip**

Department	NIFS Entry: X	14-DEC-21 TDUKES
Department	NIFS Approval: X	14-DEC-21 TDUKES
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	20-DEC-21 IQURESHI
ОМВ	NIFS Approval: X	15-DEC-21 SJACOB
County Atty.	Insurance Verification: X	14-DEC-21 AAMATO
County Atty.	Approval to Form: X	14-DEC-21 DGREGWARE

СРО	Approval: X	21-DEC-21 PARJUNE
DCEC	Approval: X	22-DEC-21 RCLEARY
Dep. CE	Approval: X	02-FEB-22 AMOORE1
Leg. Affairs	Approval/Review: X	11-FEB-22 CLEIMONE
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## **Contract Summary**

**Purpose:** Administering CDBG, CDBG-CV, HOME and ARPA Program Activities and Providing CDBG, CDBG-CV, HOME and ARPA eligible services satisfactory to the County and consistent with any standards required as a condition for providing these funds. Amendment to add an additional \$10,000,000 to this contract to continue to provide assistance to businesses impacted by COVID.

**Method of Procurement:** The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development and additional allocations received from the U.S. Treasury.

**Procurement History:** CDBG, CDBG-CV, HOME and ARPA Regulations allow for the funding directly to subrecipients to undertake eligible activities Funding under the attached contract is awarded in compliance with these regulations through a formal RFP process initiated by OCD.

**Description of General Provisions:** Community or Non-Profit will undertake CDBG, CDBG-CV, HOME and ARPA eligible activities listed in contract

Impact on Funding / Price Analysis: None- 100% Federally Funded

Change in Contract from Prior Procurement:  $\ensuremath{\mathrm{N/A}}$ 

Recommendation: (approve as submitted) Approve as Submitted

## **Advisement Information**

BUDGET CODES			
Fund:	GRT		
Control:	Н		
Resp:	ESARP3100		
Object:	DE500		
Transaction:	103		
Project #:			
Detail:			

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 10,000,000.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 10,000,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
6	DE500	\$ 10,000,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 10,000,000.00

#### RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT, AND NATIONAL DEVELOPMENT COUNCIL.

WHEREAS, the County has negotiated an amendment to the original agreement with National Development Council to administer additional American Rescue Plan Act ("ARPA") funds for the Nassau County Main Street Recovery Grant Program to be utilized in accordance with eligible ARPA activities, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with National Development Council.

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

1. Vendor: National Development Council	
2. Dollar amount requiring NIFA approval: \$10000000	
Amount to be encumbered: \$10000000	
This is a Amendment	
If new contract - \$ amount should be full amount of contral if advisement ?NIFA only needs to review if it is increasin if amendment - \$ amount should be full amount of amendment.	g funds above the amount previously approved by NIFA
3. Contract Term: 04/01/2019-03/31/2025 Has work or services on this contract commenced? N	
If yes, please explain:	
4. Funding Source:	
General Fund (GEN) X Gra Capital Improvement Fund (CAP) Other	ant Fund (GRT) Federal % 100 State % 0 County % 0
Is the cash available for the full amount of the contract?  If not, will it require a future borrowing?	Y 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	e item for which this approval is requested:
Administering CDBG-CV, CDBG and APR Program Activities and Proconsistent with any standards required as a condition for providing CD	viding CDBG-CV, CDBG and APR eligible services satisfactory to the County and BG-CV these funds
6. Has the item requested herein followed all proper	procedures and thereby approved by the:
Nassau County Attorney as to form	
Nassau County Committee and/or Legislature	
Date of approval(s) and citation to the resolution v	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
CLHI21000014	29-JUL-21	10,810,443.00

#### **AUTHORIZATION**

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in 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 deliberation s.

IQURESHI 20-DEC-21

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 pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.



#### 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: National Development Council
CONTRACTOR ADDRESS: 24 Whitehall Street, Suite 710, New York, NY 10004
FEDERAL TAX ID #: 13-6532871
<i>Instructions:</i> 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.

The contract was originally executed by Nassau County on 5/15/20, 9/10/20, 12/10/20, 7/29/21 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFI (copies of the relevant pages are attached). The original contract was entered into after an RFP was issued on February 12, 2019. One proposal was received due to the nature of the services.
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 no 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 119-0, 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.
Kevri J Crean  Department Head Signature
Department Head Signature

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



#### **COUNTY OF NASSAU**

#### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?
YES NO X If yes, to what campaign committee?
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: Janet Thomas [JTHOMAS@NDCONLINE.ORG]

Title:

Dated:

12/07/2021 09:40:58 AM

Vendor: National Development Council

Deputy CFO

Page 1 of 1 Rev. 3-2016



#### **COUNTY OF NASSAU**

#### LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and even

person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
None
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:  None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

Page 1 of 3 Rev. 3-2016

the New (b), begind this discless committee	he lobbyist/lobbying organization or any of its of York State Election Law in (a) the period beging nning April 1, 2018, the period beginning two yosure, to the campaign committees of any of the ees of any candidates for any of the following Notes to the comptroller, the District Attorney, or any Cou	nning April 1, 2016 a rears prior to the date he following Nassau Nassau County electe	nd ending on the date of this disclosure, or of this disclosure and ending on the date of County elected officials or to the campaign
YES _	NO X If yes, to what campaign o	committee? If none,	you must so state:
	and that copies of this form will be sent to the d on the County's website.	Nassau County Depa	artment of Information Technology ("IT") to
	derstand that upon termination of retainer, emp within thirty (30) days of termination.	ployment or designat	ion I must give written notice to the County
	ATION: The undersigned affirms and so swea		ad and understood the foregoing
	ersigned further certifies and affirms that the corely and without duress. threat or any promise eation.		
	cally signed and certified at the date and time omas [JTHOMAS@NDCONLINE.ORG]	indicated by:	
Dated:	12/07/2021 01:13:32 PM	Vendor:	National Development Council
		Title:	Deputy CFO

Page **2** of **3** Rev. 3-2016

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation. or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or ratemaking proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

Page 3 of 3 Rev. 3-2016

#### PRINCIPAL QUESTIONNAIRE FORM

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

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

المالما فالمالما المالما		Bongartz					
Date of birth:	1	3/1954					
Home addres		Box 1407	0			71 /D	0.505
City:	-	ter Center	State/Pro	ovince/Territory:	_VI	_ Zip/Postal Code:	0525
Country:	US						
Business Ad	dress:	325 G	old Street Suite	501			
City:	Brooklyn		State/Pro	ovince/Territory:	NY	Zip/Postal Code:	1120
Country	US						
Telephone:	212-682-	1106					
Other preser	nt address(e	es): N/A					
City:		•	State/Pro	ovince/Territory:		Zip/Postal Code:	-
Country:	-			•			
Telephone:	-						
lint of attach	. d duo	and tale		ala a d			
List of other a	addresses	and telephone	numbers attac	nea			
D ''' 1 1							
Positions hel	d in submit	ting business	and starting da	te of each (check	call appl	icable)	
President				Treasurer			
		0011010000			-		
Chairman of	Board	02/10/2020		Shareholder			
		02/10/2020		Shareholder Secretary	-	01/2005	
Chief Exec. 0	Officer	02/10/2020		Secretary	-	01/2005	
Chief Exec. C	Officer ial Officer	02/10/2020			-	01/2005	
Chief Exec. Chief Financ Vice Preside	Officer ial Officer	02/10/2020		Secretary	-	01/2005	
Chief Exec. C	Officer ial Officer	02/10/2020		Secretary	-	01/2005	
Chief Exec. C Chief Financ Vice Preside (Other)	Officer ial Officer nt			Secretary	06/0	01/2005	
Chief Exec. C Chief Financ Vice Preside (Other)	Officer ial Officer nt	nterest in the I		Secretary Partner	06/0	01/2005	
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Chief Exec. Con Chief Finance Vice Preside (Other)  Do you have YES  Are there any	Officer ial Officer nt an equity i	nterest in the IX If Yes, p	business submi provide details.	Secretary Partner  itting the question other form of seco	06/0	ease or any other ty	
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Chief Exec. Con Chief Finance Vice Preside (Other)  Do you have YES  Are there any contribution residence.	Officer ial Officer nt an equity in NO y outstandin	nterest in the IX If Yes, page of the III If Yes, page of the III III III III III III III III III I	business submi provide details. antees or any coetween you ar	Secretary Partner  itting the question other form of seco	06/0	ease or any other ty	
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Chief Exec. Control Chief Finance Vice Preside (Other)  Do you have YES  Are there any contribution results  Within the particular of the	Officer ial Officer nt  an equity in NO  y outstanding nade in wh NO  NO	nterest in the long loans, guar ole or in part to X If Yes, part to X If Yes, part to X If Yes, part to X	business submi provide details. antees or any o petween you ar provide details.	Secretary Partner  itting the question other form of secund the business s	nnaire?	ease or any other ty g the questionnaire?	·

Page **1** of **5** Rev. 3-2016

		NO	X	If Yes, provid	e details.
of any	action ta	ken by	a gove	ernment agency	ether the sanction arose automatically, by operation of law, or . Provide a detailed response to all questions checked "YES". and attach it to the questionnaire.
				ou and/or any a rincipal owner o	affiliated businesses or not-for-profit organizations listed in Sec r officer:
a.	Been of YES taken.	debarre	ed by a		agency from entering into contracts with that agency? rovide an explanation of the circumstances and corrective acti
b.	Been o	declare	d in de	fault and/or term	ninated for cause on any contract, and/or had any contracts
	cancel YES [ taken.	led for	cause? NO		rovide an explanation of the circumstances and corrective acti
c.				meet pre-qualific	t and/or the opportunity to bid on a contract, including, but not cation standards? rovide an explanation of the circumstances and corrective acti
	Roons	usnen	dod by	any governmen	t agency from entering into any contract with it; and/or is any a

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?

queo	tionnaire.)
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you?  YES NO X 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 can element of which relates to truthfulness or the underlying facts of which related to the conduct or business? Y YES NO X 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 X 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 X 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?

Page 3 of 5

	lition to the information provided, in the past 5 years has any business or organization listed in respons estion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any otl
type o	f investigation by any government agency, including but not limited to federal, state, and local regulate ies while you were a principal owner or officer?
YES	NO X If yes, provide an explanation of the circumstances and corrective action take
_	
1 11	
had a	past 5 years, have you or this business, or any other affiliated business listed in response to Question by sanction imposed as a result of judicial or administrative proceedings with respect to any profession of held?
had a	

I, Seth Bongartz , 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, Seth Bongartz , 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.
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.
National Development Council
Name of submitting business
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Seth Bongartz [SETHBONGARTZ2@GMAIL.COM]
Chair of the Board
Title
11/17/2021 03:53:11 PM
Date

Page **5** of **5** Rev. 3-2016

#### PRINCIPAL QUESTIONNAIRE FORM

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

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

Principal Na		el Marsh III						
Date of birth								
Home addre	ess: <u>5 Ce</u> c	dar Street						
City:	Mashpee		State/Prov	ince/Territory: <u>MA</u>	Zip/Postal Code:	02649		
Country:	US							
Business A	ddress:	325 Gol	d Street, Suite	510				
City:	Brooklyn		State/Prov	vince/Territory: NY	Zip/Postal Code:	11201		
Country	US							
Telephone:	212.682.1	106						
Other prese	ent address(e	es):						
City:	Cleveland		State/Prov	vince/Territory: OH	Zip/Postal Code:	_ 44114		
Country:	US							
Telephone:		88						
President	f Board	01/01/2017		Treasurer				
Chairman o	f Board			 Shareholder				
Chief Exec.	Officer	01/01/2017		Secretary				
Chief Finan	cial Officer			Partner				
Vice Presid				_				
(Other)		-		<del></del>				
,								
				ing the questionnaire	?			
YES	NO	X If Yes, pr	ovide details.					
					r lease or any other ty			
contribution	made in wh	ole or in part be	etween you and	I the business submit	ting the questionnaire'	?		
YES	NO	X If Yes, pr	ovide details.					
14741 : 41								
				ner or officer of any b	usiness or notfor-profi	t organıza		
otner than t		. ! ( ( ! ( )	(					
		nitting the quest						
YES	he one subm		tionnaire? ovide details.					

Page 1 of 5 Rev. 3-2016

6.						y awarded any contracts to a business or organization listed in Section 5 in the pas ncipal owner or officer?
Г	YES		NO		Χ	If Yes, provide details.
result	of any	action ta	aken by	/ a	gove	puired below whether the sanction arose automatically, by operation of law, or as a ernment agency. Provide a detailed response to all questions checked "YES". If you ppropriate page and attach it to the questionnaire.
7.						rou and/or any affiliated businesses or not-for-profit organizations listed in Section trincipal owner or officer:
	a.	Been YES taken.		-	oy ar O	ny government agency from entering into contracts with that agency?  X If yes, provide an explanation of the circumstances and corrective action
	b.		declare			fault and/or terminated for cause on any contract, and/or had any contracts
		YES taken.		N		X If yes, provide an explanation of the circumstances and corrective action
	C.					ard of a contract and/or the opportunity to bid on a contract, including, but not
		YES taken.		N	1	neet pre-qualification standards?  X If yes, provide an explanation of the circumstances and corrective action
	d.		ng that			any government agency from entering into any contract with it; and/or is any action ormally debar or otherwise affect such business's ability to bid or propose on
		YES taken.		] N	0	X If yes, provide an explanation of the circumstances and corrective action

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?

Page **2** of **5** Rev. 3-2016

ques	tionnaire.)
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES NO X 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 crir an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.

9.

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?

Page **3** of **5** Rev. 3-2016

	YES NO	X	If yes, provide an explanation of the circumstances and corrective action taken
1.	to Question 5, beer type of investigation	n the subj n by any	n provided, in the past 5 years has any business or organization listed in respons ject of a criminal investigation and/or a civil anti-trust investigation and/or any oth government agency, including but not limited to federal, state, and local regulato principal owner or officer?
	YES NO	X	If yes, provide an explanation of the circumstances and corrective action taken
	L		
2.		•	ou or this business, or any other affiliated business listed in response to Question as a result of judicial or administrative proceedings with respect to any profession If yes, provide an explanation of the circumstances and corrective action taken
2.	had any sanction in license held?	nposed a	as a result of judicial or administrative proceedings with respect to any profession

Page **4** of **5** Rev. 3-2016

I, Daniel Marsh III , 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, Daniel Marsh III , 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.
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by: Daniel Marsh III [DMARSH@NDCONLINE.ORG]
President & CEO
Title
12/16/2021 05:20:07 PM

Date

Page **5** of **5** Rev. 3-2016

#### PRINCIPAL QUESTIONNAIRE FORM

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

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

Date of birth Home addre		dge Street, Apt 3B					
City:	Brooklyn	<u> </u>				1120	
Country:	US	State/1 Tovilice/ Ferri	itory.	NY	_ Zip/Postal Code:	11201	
Country.	_03						
Business Ad	dress:	National Development Council					
City:	Cleveland	State/Province/Terri	itory:	ОН	Zip/Postal Code:	44114	
Country	US						
Telephone:	212682110	225					
Other preser	nt address(es						
City:	Brooklyn	State/Province/Terri	itory:	NY	Zip/Postal Code:	1120	
Country:	US						
Telephone:	718443622						
		d telephone numbers attached  g business and starting date of each (  Treasu	irer		olicable) /17/2021		
		•	(check	: all app	olicable)		
Positions he		g business and starting date of each (	`		•		
Positions he	ld in submitti	g business and starting date of each (	irer		•		
Positions he President Chairman of	ld in submitti	business and starting date of each (  Treasu Shareh	irer nolder		•		
Positions he President Chairman of Chief Exec.	ld in submitti Board Officer	g business and starting date of each (	irer holder ary		•		
Positions he President Chairman of Chief Exec. Chief Finance	ld in submitti Board Officer ial Officer	g business and starting date of each (  Treasu Shareh Secreta	irer holder ary		•		
Positions he President Chairman of Chief Exec. Chief Financ Vice Preside	ld in submitti Board Officer ial Officer	g business and starting date of each (  Treasu Shareh Secreta	irer holder ary		•		
Positions he	ld in submitti Board Officer ial Officer	g business and starting date of each (  Treasu Shareh Secreta	irer holder ary		•		
President Chairman of Chief Exec. Chief Financ Vice Preside (Other)  Do you have	Id in submitti Board Officer ial Officer nt	Treasu Shareh Secreta Partner	irer nolder ary	11/	/17/2021		
Positions he President Chairman of Chief Exec. Chief Financ Vice Preside (Other)	ld in submitti Board Officer ial Officer	Treasu Shareh Secreta Partne	irer nolder ary	11/	/17/2021		
President Chairman of Chief Exec. Chief Financ Vice Preside (Other)  Do you have	Id in submitti Board Officer ial Officer nt	Treasu Shareh Secreta Partner	irer nolder ary	11/	/17/2021		
President Chairman of Chief Exec. Chief Financ Vice Preside (Other)  Do you have	Id in submitti Board Officer ial Officer nt	Treasu Shareh Secreta Partner	irer nolder ary	11/	/17/2021		
President Chairman of Chief Exec. Chief Financ Vice Preside (Other)  Do you have	Id in submitti Board Officer ial Officer nt	Treasu Shareh Secreta Partner	irer nolder ary	11/	/17/2021		
Positions he President Chairman of Chief Exec. Chief Financ Vice Preside (Other)  Do you have YES	Id in submitting Board Officer Sial Officer Ent  an equity int NO	Treasu Shareh Secreta Partner	urer nolder ary er uestion	11/	/17/2021	pe of	
Positions he President Chairman of Chief Exec. Chief Financ Vice Preside (Other)  Do you have YES  Are there an	Board Officer ial Officer int an equity int	Treasu Shareh Secreta Partner  If Yes, provide details.	urer nolder ary er uestion	11/	/17/2021  lease or any other ty	•	
Positions he President Chairman of Chief Exec. Chief Financ Vice Preside (Other)  Do you have YES  Are there an	Board Officer ial Officer int an equity int	rest in the business submitting the quality of the provide details.	urer nolder ary er uestion	11/	/17/2021  lease or any other ty	•	

Page 1 of 5

YES		J NO		X	incipal owner or officer?  If Yes, provide details.
TLO		NO			n res, provide details.
of any	action ta	aken b	y a	gove	quired below whether the sanction arose automatically, by operation of law, or as ernment agency. Provide a detailed response to all questions checked "YES". If ppropriate page and attach it to the questionnaire.
					ou and/or any affiliated businesses or not-for-profit organizations listed in Section rincipal owner or officer:
a.	Been	debarr	ed b	oy ar	ny government agency from entering into contracts with that agency?
	YES		N	0	X If yes, provide an explanation of the circumstances and corrective action
	taken.				
b.					fault and/or terminated for cause on any contract, and/or had any contracts
	cance YES	lled to	r cai	4	X If yes, provide an explanation of the circumstances and corrective action
	taken.		1 140		if yes, provide an explanation of the circumstances and corrective action
	taken.				
	L				
	_				
C.					ard of a contract and/or the opportunity to bid on a contract, including, but not neet pre-qualification standards?
	YES	10, 14	N		X If yes, provide an explanation of the circumstances and corrective action
	taken.		1		in you, provide an explanation of the official confective determined
	D			J L	
d.					any government agency from entering into any contract with it; and/or is any act ormally debar or otherwise affect such business's ability to bid or propose on
	contra		COC	and ic	of the state of otherwise and a sacin business's ubinty to bid of propose of
	YES		N	C	X 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?

Page **2** of **5** Rev. 3-2016

a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective act taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective act taken.
C.	Is there any administrative charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective act taken.
d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other an element of which relates to truthfulness or the underlying facts of which related to the conduct business? Y YES NO X If yes, provide an explanation of the circumstances and corrective act taken.
e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO X If yes, provide an explanation of the circumstances and corrective act taken.
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO X If yes, provide an explanation of the circumstances and corrective act 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?

to Q type	uestion 5, bee of investigatio	n the sub n by any	ect of a criminal investigation	s has any business or organizati n and/or a civil anti-trust investiga g but not limited to federal, state	ation and/or any othe
YES			the state of the s	on of the circumstances and cor	rective action taken.
_					

Page **4** of **5** Rev. 3-2016

l, Gertrude Scriven , 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.
, Gertrude Scriven , hereby certify that I have read and understand all the
tems 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.
reasonish to sher into a some ast with the sasmitting basiness only.
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.
National Development Courseil
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Gertrude Scriven [GSCRIVEN@NDCONLINE.ORG]
oonaaco canvan [oconavente]
Treasurer
Title
11/17/2021 12:26:24 PM
Date

Page **5** of **5** Rev. 3-2016

#### PRINCIPAL QUESTIONNAIRE FORM

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

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

Date of birth	me: Adam Ennis 01/03/1980							
Hama adduc								
Home addre	_	Country Club Rd		F '1 NO		7' /D + 1 0 1	00711	
City:	Brevard		State/Province	l erritory:	NC	_ Zip/Postal Code:	28712	
Country:	US							
Business Ad	ddress:	325 Gold Stre	old Street, Suite 501					
City:	Brooklyn	;	State/Province/Territory:		NY	Zip/Postal Code:	1120	
Country	US							
Telephone:	(212) 682-110	06					_	
Other prese	nt address(es):	35 West Prob	art Street, Sui	e E				
City:	Brevard	(	State/Province	Territory:	NC	Zip/Postal Code:	28712	
Country:	US							
Telephone:	(828) 553-610	)7						
Chief Exec.	Officer		Se	ecretary				
Chief Finance Vice Preside		1/01/2017		artner	-			
Vice Preside (Other)	ent	1/01/2017 est in the busines If Yes, provide	Ss submitting t	artner	nnaire?			
Vice Preside (Other)  Do you have YES  Are there an contribution	ent an equity inter NO X  y outstanding lo	est in the busines If Yes, provide  ans, guarantees or in part betwee	es submitting the details.  or any other for you and the least term of the least ter	ne question	urity or l	ease or any other typ g the questionnaire?		
Vice Preside (Other)  Do you have YES  Are there an	e an equity inter NO X	est in the busines If Yes, provide	es submitting the details.  or any other for you and the least term of the least ter	ne question	urity or l			
Vice Preside (Other)  Do you have YES  Are there an contribution	ent an equity inter NO X  y outstanding lo	est in the busines If Yes, provide  ans, guarantees or in part betwee	es submitting the details.  or any other for you and the least term of the least ter	ne question	urity or l			
Vice Preside (Other)  Do you have YES  Are there an contribution	ent an equity inter NO X  y outstanding lo	est in the busines If Yes, provide  ans, guarantees or in part betwee	es submitting the details.  or any other for you and the least term of the least ter	ne question	urity or l			
Vice Preside (Other)  Do you have YES  Are there an contribution YES	e an equity intervals  NO X  y outstanding lower made in whole with the control of the control o	est in the busines If Yes, provide  ans, guarantees or in part betwee If Yes, provide	or any other for you and the details.	ne question	urity or l ubmittin	g the questionnaire?		
Vice Preside (Other)  Do you have YES  Are there an contribution YES  Within the part of t	e an equity interval NO X  y outstanding lower made in whole with the NO X  ast 3 years, have	est in the busines If Yes, provide  ans, guarantees or in part betwee If Yes, provide	or any other for you and the details.	ne question	urity or l ubmittin			
Vice Preside (Other)  Do you have YES  Are there an contribution YES  Within the part of t	e an equity interval NO X  y outstanding lower made in whole with the NO X  ast 3 years, have	est in the busines If Yes, provide  ans, guarantees or in part betwee If Yes, provide	or any other for you and the details.	ne question	urity or l ubmittin	g the questionnaire?		

Page **1** of **5** Rev. 3-2016

	subm	itting the questionnaire.
6.		any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past rs while you were a principal owner or officer?  NO X If Yes, provide details.
resul	t of any	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you
need 7.	In the	pace, photocopy the appropriate page and attach it to the questionnaire.  past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5
	a.	ich you have been a principal owner or officer:  Been debarred by any government agency from entering into contracts with that agency?  YES NO X 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 X 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 X 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 NOX If yes, provide an explanation of the circumstances and corrective action taken.
	d.	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been suspended by any government agency from entering into any contract with it; and/or is any appending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  YES NO X If yes, provide an explanation of the circumstances and corrective actions.

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

Page **2** of **5** Rev. 3-2016

	NO X If 'Yes', provide details for each such instance. (Provide a detailed response lestions check "Yes". If you need more space, photocopy the appropriate page and attached it to the tionnaire.)
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES NO X 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 can element of which relates to truthfulness or the underlying facts of which related to the conduct or business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you

f.

taken.

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

YES NO X If yes, provide an explanation of the circumstances and corrective action

Page **3** of **5** Rev. 3-2016

in respo	onse to Question 5' NO X		planation of the circumstances and corrective action ta
to Ques type of i	tion 5, been the suinvestigation by an	ubject of a criminal invest by government agency, in a principal owner or office	5 years has any business or organization listed in responding and/or a civil anti-trust investigation and/or any including but not limited to federal, state, and local reguler?
	sanction imposed	as a result of judicial or	any other affiliated business listed in response to Questi administrative proceedings with respect to any profess
ILO			
123			

Page **4** of **5** Rev. 3-2016

	cknowledge that a materially false statement
willfully or fraudulently made in connection with this form may result in	
any affiliated entities non-responsible, and, in addition, may subject me	to criminal charges.
	ertify that I have read and understand all the
items contained in this form; that I supplied full and complete answers	
knowledge, information and belief; that I will notify the County in writing	
after the submission of this form; and that all information supplied by m	
information and belief. I understand that the County will rely on the info	
inducement to enter into a contract with the submitting business entity.	
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULEN	TY MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING	
WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN	
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	,
National Council for Community Development dba	
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indicated by:	
Adam Ennis [AENNIS@NDCONLINE.ORG]	
a=a	
CFO	
Title	
11/17/2021 04:05:09 PM	
Date	
Date	

Page **5** of **5** Rev. 3-2016

#### **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).

	Proposer's Legal Name: National Council for Community Development				
	Address of Place of Business: 1111 Superior Avenue East				
	City: Cleveland State/Province/Territory: OH Zip/Postal Code: 4411				
	Country: US				
)	Mailing Address (if different): PO Box 845300				
	City: Boston State/Province/Territory: MA Zip/Postal Code: 0228				
	Country: US				
	Phone: (212) 682-1106				
	<del></del>				
[	Does the business own or rent its facilities? Rent If other, please provide detail				
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]	Does the business own or rent its facilities? Rent If other, please provide detail				
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]	Does the business own or rent its facilities? Rent If other, please provide detail  Dun and Bradstreet number: 073273294  Federal I.D. Number: 136532871  The proposer is a: Corporation (Describe)  Does this business share office space, staff, or equipment expenses with any other business?  YES X NO If yes, please provide details:				

Page **1** of **6** Rev. 3-2016

If yes, please provide details:

YES

NO

other government entity terminated? YES NO X   If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).  Has the proposer, during the past seven years, been declared bankrupt? YES NO X   If yes, state date, court jurisdiction, amount of liabilities and amount of assets  In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated busine been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or for 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, stocal prosecuting or investigative agency, where such investigation was related to activities performed at, on behalf of an affiliated business.  YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated busines been the subject of an investigation by any government agency, including but not limited to federal, state a local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated busines been the subject of an investigation by any government agency, including but not limited to federal, state a local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliate business.  In the past 5 years, has this business and/or any of its owners and/or officer of an affiliated busines been the subject of an investigation by any government agency, including but not limited to federal, state a local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliate business.  In the past 5 years, has t	Lloo th	a prepagar over had a hand or gurety concelled or forfaited, or a contract with Nassau County or ar
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	b) Anv	misdemeanor charge pending?
	YES [	

Page **2** of **6** Rev. 3-2016

	element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  YES NO X If yes, provide details for each such 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 X 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 X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
5)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  YES NO X If yes, provide details for each such investigation, an explanation of the
	circumstances and corrective action taken.
3)	For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicab federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
7	<ul> <li>Conflict of Interest:</li> <li>a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressl state "No conflict exists."</li> <li>(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.</li> </ul>
	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 the interest would not exist for your firm in the future.	at a conflict of
		Each employee is required to sign a conflict of interest form. Form is attached.	
		1 File(s) Uploaded: Conflict of Interest Policy - NDC.pdf	
A.	expe	ude a resume or detailed description of the Proposer's professional qualifications, demonstrerience in your profession. Any prior similar experiences, and the results of these experience attified.	•
	Have YES	re you previously uploaded the below information under in the Document Vault?  NO X	
	Is the	ne proposer an individual?  Solution NO X Should the proposer be other than an individual, the Proposal MUST	「include:
	i)	Date of formation; 05/08/1972	
	ii)	Name, addresses, and position of all persons having a financial interest in the company, i shareholders, members, general or limited partner. If none, explain.	ncluding
	1	None - Company is a non-profit	
No ind	ividua	als 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.  File is attached	
	1	The 13 attached	
No offi	cers a	and directors from this company have been attached.	
		1 File(s) Uploaded: National Development Council List of Officers 2019.docx	
	iv)	State of incorporation (if applicable);  NY	
	v)	The number of employees in the firm;	
		75	
	vi)	Annual revenue of firm;	
		34000000	
	vii)	Summary of relevant accomplishments	
	V.I.,	Detailed information is provided in the proposal	
	viii)	Copies of all state and local licenses and permits.	
D	India	cate number of years in business	
В.	inaic 52	cate number of years in business.	
Page 4			Rev. 3-2016
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C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Detailed information is provided in the proposal

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	Town of Babylon		
Contact Person	Tom Dolan		
Address	47 W Main Street		
City	Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 587-3752		
Fax#	(631) 957-4254		
E-Mail Address	tdolan@townofbabylon.com		

Company	Suffolk County		
Contact Person	Rosemary Pforr		
Address	100 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-6330		
Fax#	(631) 853-4767		
E-Mail Address	patricia.latino@suffolkcountyny.gov		

Company	Islip IDA		
Contact Person	William Mannix		
Address	40 Nassau Avenue		
City	Islip	State/Province/Territory	NY
Country	US		
Telephone	(631) 224-5512		
Fax#			
E-Mail Address	wmannix@islipny.gov		

Page **5** of **6** Rev. 3-2016

	, hereby acknowledge that a materially false statement ection with this form may result in rendering the submitting business entity and/or e, and, in addition, may subject me to criminal charges.
knowledge, information and belief; the submission of this form; and that	, hereby certify that I have read and understand all the upplied full and complete answers to each item therein to the best of my nat I will notify the County in writing of any change in circumstances occurring after all information supplied by me is true to the best of my knowledge, information anty will rely on the information supplied in this form as additional inducement to ting business entity.
CERTIFICATION	
QUESTIONNAIRE MAY RESULT IN	NT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS I RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE T BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON TO CRIMINAL CHARGES.
Name of submitting business:	National Development Council
Electronically signed and certified at Janet Thomas [JTHOMAS@NDCON	
Deputy CFO	·
Title	
12/07/2021 09:53:17 AM	
Date	

Page **6** of **6** Rev. 3-2016

# **National Development Council**

# List of Officers

NAMES ADDRESSES

Daniel Marsh III 5 Cedar Street

President and CEO Mashpee, MA 06249

Gertrude Scriven 189 Bridge Street, Apt 3B

Director Human Resources Brooklyn, NY 11201

Treasurer – NDC Board

Adam Ennis 658 N Country Club Road

CFO – NDC Board Brevard, NC 28712

Seth Bongartz PO Box 1407

NDC Board Chairman Manchester Center, VT

05255

## **NDC AND ITS' AFFILIATES**

## **EIN NUMBERS**

National Council for Community Development (dba) National Development
 Council (NDC)
 13-653 2871

Grow America Fund 13-364 1265

• NDC New Markets Inc. 38-364 6931

• NDC Housing and Economic Development Corporation

11-293 3129

• NDC Resources 46-067 4188

• NDC Support 1 13 415 6877

## NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.

## STATEMENT OF EMPLOYEES

Name:	
Address:	
Current Position/Title:	
not-for-profit New York corporation recognization described in section 501(c)(3) Loyalty Policy and a Conflict of Interest Femployees of NDC. The policies of the N subsidiaries and affiliates including without	ouncil for Community Development, Inc. ("NDC"), a gnized by the Internal Revenue Service as an ) of the Internal Revenue Code, has adopted a Duty of Policy (collectively "Policy") applicable to all fational Development Council apply to NDC and its ut limitation HEDC and its subsidiaries and affiliates, Markets and Grow America Fund (hereinafter
investment, association or other situation to appearance of a conflict of interest that int	byees have a duty of loyalty and must avoid any that results in a conflict of interest or even the terferes with or may interfere with the independent terest. I further acknowledge that I am an employee of my tenure as an employee of NDC.
II. I hereby affirmatively state:	
a. I have received a copy of the Po	licy.
b. I have read and understand the I	Policy.
c. I agree to comply with the Polic	y in all material respects.
	Policy or any of the duties set forth in the Policy that I will be subject to discipline, including termination of
Name (Printed)	
Employee Signature	Date

## **Duty of Loyalty Policy**

## **Duty of Loyalty: The Employee Must Present Opportunities to NDC**

NDC employees owe a duty of loyalty to NDC to advance NDC's interests whenever the opportunity arises and refrain from behaving in a manner in derogation of NDC's interests. NDC employees are prohibited from diverting, directly or indirectly, for their personal benefit any opportunity that is available to NDC. NDC employees, further, are prohibited from directly or indirectly competing with NDC.

Because NDC trusts its employees and expects them to be creative, there may be many contexts where the employee will recognize an opportunity that could be developed, e.g., the rehabilitation of a multifamily rental facility. The employee is required promptly to disclose this opportunity to NDC (as opposed to, for example, referring the opportunity to a third party in return for personal gain, a fee or other consideration.) It is not only unethical for an employee to divert opportunities from his or her employer. It is illegal.

NDC takes very seriously the duty of the employee to be loyal to NDC. Employees who violate this provision may be subject to discipline including, but not limited to, termination of employment. NDC employees also may be subject to prosecution and payment of damages to NDC.

## **Conflict of Interest Policy**

#### A. Avoidance of Conflicts of Interest

Employment with the NDC carries with it a responsibility to abide by proper ethical conduct. Employees should refrain from taking part in, or exerting influence in, any activity in which their own interest may conflict with the best interest of the NDC.

NDC employees must avoid any action, investment, association or other situation that results in a conflict of interest that interferes or may interfere with the independent exercise of judgment in NDC's best interest. Even the appearance of a conflict of interest is to be avoided.

Employees are therefore prohibited from activities including but not limited to providing technical advice or making, directly or indirectly, investments that create, or that have the appearance of creating a conflict of interest between the employee and NDC, its customers, clients, development partners, or suppliers. Included in this policy is the use of private or confidential information related to NDC's business transactions used by employees for personal gain through employee actions or investments on behalf of the employee, relatives, friends or acquaintances.

## **B.** Financial Interest

Any employee of NDC who has a direct or indirect "financial interest," defined below, in or with any "person" (entity or individual) with which NDC has or may have a relationship, a transaction or arrangement or is negotiating in connection with a transaction or arrangement, shall be deemed to have a conflict of interest which shall be avoided at all times. An employee has a "financial interest" if the employee has, directly or indirectly, through business, investment or family —

- a. an ownership or investment interest in any person or in the geographic territory of a person with which NDC has a relationship, transaction or arrangement, or
- b. a compensation arrangement with any person or in the geographic territory of a person with which NDC has a relationship, transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any person or in the geographic territory of a person with which NDC is negotiating a relationship, transaction or arrangement. For example, if the employee has the expectation of resigning from NDC and becoming employed by or affiliated with such a person, this results in a conflict of interest.

"Compensation" includes direct and indirect remuneration, as well as gifts or favors, benefits, perquisites, reimbursements for personal expenses, and entitlements relating to personal uses of property.

While it is not possible to outline all of the circumstances that would be considered unethical, the following are examples of conflicts of interest:

- 1. Simultaneous employment with the NDC and current or potential client, partner, competitor, or supplier.
- 2. Carrying on NDC business with a firm in which the employee, or a close relative of the employee, has ownership or other economic interest.
- 3. Borrowing money from client, other than recognized loan institutions from which NDC buys services, materials, equipment, or supplies.
- 4. Accepting substantial gifts or excessive entertainment from clients, suppliers or competitors.
- 5. Participating in civic or professional organizational activities in a manner whereby confidential NDC information is divulged.
- 6. Misusing privileged information or revealing confidential data to outsiders.
- 7. Using one's position with NDC or knowledge of its affairs for outside personal gain.

## C. Duty to Disclose

Any actual or possible conflicts of interest or possible direct or indirect conflicts of interest on the part of any employee must be fully disclosed in writing to the Human Resources Director. Such disclosure shall include the existence and nature of his or her financial interest giving rise to the actual or possible conflict of interest. If a conflict of interest is fully disclosed, NDC may be able to take prophylactic measures to resolve it. If it is not disclosed, the employee is in breach of his or her duties to NDC and is subject to discipline, including termination of employment.

NDC recognizes and respects the right of NDC personnel to engage in activities outside his or her employment or other association with NDC that do not conflict with NDC's interests. Any questions regarding the application of this policy should be directed to your supervisor or the Human Resources Director.

## COUNTY OF NASSAU

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

1. Name of the Entity: Nation	nal Council for Community	Developme	nt		
Address: 1111 Superior Aver	ue East, Suite 1114				
City: Cleveland	State/Province	e/Territory:	ОН	Zip/Postal Code:	44114
Country: US					
2. Entity's Vendor Identification	Number: <u>136532871</u>				
3. Type of Business: Other		(specify)	Corporation		
<ol> <li>List names and addresses of body, all partners and limited pa officers of limited liability compa</li> </ol>	rtners, all corporate officer	rs, all parties	s of Joint Ventur		
1 File(s) uploaded National Dev	elopment Council List of O	fficers 2019	a.docx		
No principals have been attached	to this form.				
5. List names and addresses of individual, list the individual shar 10K in lieu of completing this self none, explain.	reholders/partners/membe				
There are no shareholders, NDC	is a non-profit				
<ol> <li>6. List all affiliated and related control</li> <li>"None"). Attach a separate discled performance of this contract. Suppreviously disclosed that particity</li> </ol>	osure form for each affiliat ch disclosure shall be upd	ed or subsid ated to inclu	liary company th ide affiliated or s	nat may take part in t	he
None					
1 File(s) uploaded NDC Affiliate	s IRS EINs (002).pdf				
7. List all lobbyists whose service "None." The term "lobbyist" mean to influence - or promote a matter legislators or committees, include Commission. Such matters include property subject to County regulemployee, counsel or agent of the	ins any and every person of er before - Nassau County, ing but not limited to the O ide, but are not limited to, r ation, procurements. The t	or organization, its agencies Open Space or orequests for term "lobbyis	on retained, em s, boards, comn and Parks Advis proposals, deve st" does not incli	ployed or designated nissions, department sory Committee and l elopment or improver ude any officer, direc	l by any clier heads, ⊃lanning nent of real tor, trustee,
Are there lobbyist YES NO	s involved in this matter?				
(a) Name, title, bu	isiness address and teleph	one number	r of lobbyist(s):		
(b) Describe lobby	ying activity of each lobbyis	st. See belo	w for a complete	description of lobby	ing activities

None (c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State): None 8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate. Electronically signed and certified at the date and time indicated by:

Janet M Thomas [JTHOMAS@NDCONLINE.ORG]

Dated:

11/24/2021 09:58:01 AM

Title:

Deputy CFO

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.

# AMERICAN RESCUE PLAN ACT, COMMUNITY DEVELOPMENT BLOCK GRANT, CDBG-CV and HOME INVESTMENT PARTNERSHIPS AGREEMENT BETWEEN THE COUNTY OF NASSAU NATIONAL DEVELOPMENT COUNCIL

#### AMENDMENT NO. FOUR

THIS FOURTH AMENDED AGREEMENT, dated as of \_\_\_\_\_\_\_ (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Amendment"), is entered into by and between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Ave, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Office of Community Development, having its principal office at 1 West Street, Suite 365, Mineola, NY 11501 (the "OCD"), and (ii) **National Development Council** a not-for-profit corporation duly formed under the laws of the State of New York, having its principal office located at 1 Battery Park Plaza – 24 Whitehall Street, Suite 710, New York, NY 10004 (the "Subrecipient" or "NDC").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQHI20000017 between the County and National Development Council, executed on behalf of the County on May 15, 2020 (the "Agreement"), and Amendment One, assigned contract number CLHI20000007, thereto dated September 10, 2020 ("Amendment One"), Amendment Two, assigned contract number CLHI20000017, thereto dated December 10, 2020 ("Amendment Two"), Amendment Three, assigned contract number CLHI21000014, thereto dated July 29, 2021 ("Amendment Three") (collectively, the "Original Agreement"), the Subrecipient performs certain activities for the County in connection with the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs, as well as the American Rescue Plan Act (ARPA), which activities are more fully described in the Original Agreement (see the "Activities");

WHEREAS, the term of the Original Agreement was from April 1, 2019 and terminates on March 31, 2025 or upon completion of the Activities, whichever is later, and subject to an additional three (3) year renewal period (the "Original Term");

WHEREAS, the County and the Subrecipient desire to amend the budget attached to the Original Agreement as Exhibit A in order to increase the amount of ARPA funds allocated to the Nassau County Main Street Recovery Grant Program (MSRGP) that will enable the Subrecipient to assist more Nassau County small businesses impacted by the COVID-19 pandemic and its economic

consequences. The additional funds are to be utilized in accordance with eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, and Exhibit A of this Amendment.

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

- 1. <u>Maximum Amount</u>. The maximum amount in the Original Agreement shall be increased by Ten Million Dollars (\$10,000,000.00), so that the maximum amount that the County shall pay to the Subrecipient as full consideration for all Activities provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Twenty Three Million Eight Hundred Sixty Thousand Four Hundred Forty-Three Dollars (\$23,860,443.00) (the "Amended Maximum Amount") as reflected in the Amended Exhibit A, attached hereto.
- 2. <u>Budget</u>. The budget referred to in **Exhibit A** annexed to the Original Agreement is hereby amended by the terms of this Amendment as set forth in Amended **Exhibit A** attached hereto (the "<u>Amended Budget</u>").
- 4. <u>Performance Monitoring</u>. Consistent with the Performance Monitoring provisions contained in Amendment 2, in addition to the Performance Monitoring and related reporting requirements contained in Section 3 of the Original Agreement, with respect to the administration and use of ARPA funds that are provided under this Amendment, the Contractor shall also submit periodic reports providing a detailed accounting of the uses of such ARPA funds received under this Amendment, including such other information as the Secretary of the United States Department of the Treasury or the County may require to comply with the reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.
- 5. <u>Compliance with Law</u>. (a) Required Federal Contract Provisions. Consistent with the Compliance with Law provisions contained in Amendment 2, in addition to the federal requirements contained in Exhibit B and Exhibit D of the Original Agreement, when utilizing ARPA funds authorized under this Amendment, the Subrecipient shall also comply with and attach to any subcontract and/or third-party agreement entered into by the Subrecipient, as well as require such subcontractors to attach to their sub-subcontracts at all levels, the following provisions:
  - A. Solid Waste Disposal Act. Pursuant to 2 CFR § 200.323, the Subrecipient and appropriate subcontractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- B. Prohibition on certain telecommunications and video surveillance services or equipment. (i) The Subrecipient and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to
  - (1) procure or obtain;
  - (2) extend or renew a contract to procure or obtain; or
  - (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (I) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (II) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (III) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
  - (ii) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
  - (iii) The Subrecipient and/or applicable subcontractor's attention is directed to Public Law 115–232, section 889 for additional information.

(iv) The Subrecipient and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

## C. Domestic preferences for procurements.

- (i) As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (ii) For purposes of this section:
  - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (b) <u>Compliance with Federal Requirements</u>. Consistent with the federal requirements contained in Amendment 2, the Subrecipient agrees to comply with all applicable federal law governing the respective funds provided under this Amended Agreement, including, but not limited to all applicable provisions of Title 2 C.F.R. 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Without limiting the generality of the forgoing, specifically, with respect to ARPA funds, such funds may only be utilized for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA.

[Remainder of Page Intentionally Left Blank.]

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

By		
Name:Dar	niel Marsh III	
Title: Pre	sident & CEO	
Date: //	16/2021	
/	/	
NASSAU	COUNTY	
NASSAU By:	COUNTY	
	COUNTY	

PLEASE EXECUTE IN BLUE INK

STATE OF VERMONT	)
	)ss.:
COUNTY OF BENNINGTON	)

On the 16th day of NOVEMBER in the year 2021 before me personally came DANIEL MARSH III to me personally known, who, being by me duly sworn, did depose and say that he/she resides in the County of BARNSTABLE, MA; that he is the PRESIDENT & CEO of NATIONAL DEVELOPMENT COUNCIL, the not-for-profit corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

		But Bonas	to
		NOTARY PUBLIC	Notary Public State of Vermont
STATE OF NEW YORK	) ) ss.;		Reed Bongartz Commission
COUNTY OF NASSAU	)	<u>L</u>	*NO. 137.0013047*
On the day of	to me personally known	before me personally n, who, being by me du	ily sworn, did depose and
say that he/she resides in the County of Nassau, the munic and that he/she signed his/he Nassau County.	County of Nassau; that he	she is the herein and which exec	uted the above instrument;
		NOTARY PI	BLIC

## Exhibit A

## Amended Budget and Scope of Services

BUDGET ......\$23,860,443.00

## SUBRECIPIENT RESPONSIBILITIES

# **COVID-19 Economic Development Loan Program Budget:**

\$250,000.00

- 1. Under the terms of this Agreement, NDC Community Impact Loan Fund (CILF) shall use its lending capacity and staff to make working capital loans to eligible small businesses and non-profits that meet its underwriting criteria for loans originated under the New York Forward Loan Fund (NYFLF). In light of the great uncertainty posed by the impact of COVID-19 shutdowns and the uncharted waters that lay ahead for all on an economic recovery, staff provided by NDC CILF will perform the following services:
  - a. Receive and review pre-applications "matched" between Nassau County applicants to the NYFLF and NDC CILF, and subsequently referred to NDC CILF for underwriting,
  - b. Assist, when feasible, in packaging the loan (all documentation must be uploaded by applicants to a portal platform),
  - c. Obtain as appropriate, NDC CILF approvals,
  - d. Close, service, and collect loans in compliance with the policies and procedures of the program,
  - e. Perform the fiduciary responsibilities of the corporation
  - f. Provide periodic reporting to the Client.
- 2. Under the terms of this Agreement, CILF's lending program in Nassau County will be capitalized with the funds provided to CILF by the Nassau County OCD. These funds will be used solely for CILF Loans which meet the purposes of job retention or creation, increased investment, addressing the urgent need posed by COVID-19 impact in the County, or the elimination of blight as determined by the Client or its designee.
- 3. Under the terms of this Agreement Nassau County will advance funds to the NDC in the amount of \$250,000, in two increments of \$125,000 to capitalize the County's portion of the NYFLF. These advances will be authorized upon receipt by NC OCD of an agreement between NDC and the NYFLF demonstrating NDC's participation in said program. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement or as otherwise provided by the County.
  - a. Such investment will be leveraged up to 20 times and create lending capacity for Nassau County businesses of up to \$5 million.
  - b. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement or as otherwise provided by the County.

- 4. Utilizing CARES Act funds allocated to Nassau County under the Community Development Block Grant Coronavirus (CDBG-CV) Program, NDC shall administer the Nassau County Restaurant Recovery Grant Program (RRGP) for eligible businesses located within Nassau County.
  - a. **Maximum grant amount:** up to \$10,000

for eligible working capital expenses, Nassau County OCD will make the sole and final determination of program requirements.

Any CARES Act small business funding previously received by the applicant from Nassau County or any local municipalities **will reduce** the amount of the applicant's maximum grant award under this program.

Any previously received PPP funding **will not reduce** the amount of the applicant's maximum grant award under this program.

- b. Eligible geographic area: Nassau County
- c. **Program Eligibility:** NDC will administer the Program in compliance with:
  - (1) CDBG Regulations at 24CFR 570.203 Special economic development activities
  - (2) CDBG National Objective of Urgent Need as detailed at 24 CFR 570.208(c)
  - (3) CDBG Public Benefit Standard NDC will administer the Program in compliance with 24CFR 570.209 Guidelines for evaluating and selecting economic development projects. It is noted that in accordance with the Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs as published in the Federal Register on August 20, 2020, the aggregate public benefit standard referenced at 24 CFR 570.209 has been waived because "Given the clear benefit derived from addressing economic disruptions due to coronavirus, CDBG-CV grantees can adequately demonstrate public benefit based on the individual public benefit standards". The individual public benefit standard limit for activities funded with CDBG-CV assistance has been increased to \$85,000 per full-time equivalent, permanent job created or retained. This standard will be met with the retention of one low income job by each business as each grant will be a maximum of \$10,000.00.
  - (4) Allocation of Grant Funds: Applications for funding under the RRGP will be considered in the order received. NDC will support outreach efforts to encourage Minority and Women Owned Business (M/WBE) participation. NDC will make its best effort to work with applicants to ensure all documentation required to make the application complete is received in a timely fashion.

## d. General Requirements:

NDC will market the availability of funds, manage the application process and distribute funds in accordance with program policies and procedures to be mutually

agreed upon by NDC and NC OCD. In matters of disagreement, NC OCD will make the sole and final determination of program requirements.

- 5. Under the terms of this Agreement, the County will issue funds sufficient to issue approved grants upon receipt from NDC of a signed grant agreement between NDC and the approved business(es). Funds may be advanced to the NDC as per the requirements of Paragraph 5 of this Agreement. Any advances will be reconciled as per the requirements of Paragraph 5 of this Agreement or as otherwise provided by the County.
- 6. The County will advance funds to the NDC in the amount of \$500,000.00 to capitalize the RRGP. The advance will be authorized upon receipt by NC OCD of an in-take list of a minimum of 100 grant applications received by NDC. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement or as otherwise provided by the County.
- 7. Payment of Project Delivery Expenses: Under the terms of this Agreement, the County will pay NDC a fee equal to 10% of the total RRGP fund. The total fee shall not exceed \$250,000.00. The fee is to be paid upon receipt from NDC of evidence demonstrating actual grants issued to eligible businesses.

# Nassau County Main Street Recovery Grant Program (MSRGP) CDBG-CV Budget:

\$938,943.00

8. Utilizing CARES Act funds allocated to Nassau County under the Community Development Block Grant Coronavirus (CDBG-CV) Program, NDC shall administer the Main Street Recovery Grant Program (MSRGP) for eligible businesses located within Nassau County that experienced financial hardship due to COVID-19 and that are in need of financial assistance.

## a. Maximum grant amount: \$10,000

for eligible working capital expenses, Nassau County OCD will make the sole and final determination of program requirements.

Any CARES Act small business funding previously received by the applicant from Nassau County or any local municipalities **will reduce** the amount of the applicant's maximum grant award under this program.

Any previously received PPP funding **will not reduce** the amount of the applicant's maximum grant award under this program.

- b. Eligible geographic area: Nassau County
- c. **Program Eligibility:** NDC will administer the Program in compliance with:
  - (5) CDBG Regulations at 24CFR 570.203 Special economic development activities
  - (6) CDBG National Objective of Urgent Need as detailed at 24CFR 570.208(c)
  - (7) CDBG Public Benefit Standard NDC will administer the Program in compliance with 24 CFR 570.209 Guidelines for evaluating and selecting

economic development projects. It is noted that in accordance with the Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs as published in the Federal Register on August 20, 2020, the aggregate public benefit standard referenced at 24 CFR 570.209 has been waived because "Given the clear benefit derived from addressing economic disruptions due to coronavirus, CDBG–CV grantees can adequately demonstrate public benefit based on the individual public benefit standards". The individual public benefit standard limit for activities funded with CDBG-CV assistance has been increased to \$85,000 per full-time equivalent, permanent job created or retained. This standard will be met with the retention of one low income job by each business as each grant will be a maximum of \$10,000.00.

(8) Allocation of Grant Funds: Applications for funding under the MSRGP will be considered in the order received. NDC will support outreach efforts to encourage Minority and Women Owned Business (M/WBE) participation. NDC will make its best effort to work with applicants to ensure all documentation required to make the application complete is received in a timely fashion.

## d. General Requirements:

NDC will market the availability of funds, manage the application process and distribute funds in accordance with program policies and procedures to be mutually agreed upon by NDC and NC OCD. In matters of disagreement, NC OCD will make the sole and final determination of program requirements.

- 9. The County will advance CDBG-CV funds to the NDC in the amount of \$500,000.00 to capitalize the MSRGP. The advance will be authorized upon receipt by NC OCD of an in-take list of a minimum of 50 grant applications received by NDC. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement or as otherwise provided by the County.
- 10. Payment of Project Delivery Expenses: Under the terms of this Agreement, the County will pay NDC a fee equal to 10% of the total MSRGP fund. The fee is to be paid upon receipt from NDC of evidence demonstrating actual grants issued to eligible businesses.

# Nassau County Main Street Recovery Grant Program (MSRGP) ARPA FRF Budget:

\$20,000,000.00

11. Utilizing Coronavirus State & Local Fiscal Recovery Funds (FRF) allocated to the County under the American Rescue Plan Act (ARPA), NDC shall administer the MSRGP for eligible businesses located within Nassau County that experienced financial hardship due to COVID-19 and that are in need of financial assistance.

## a. Maximum grant amount: \$10,000

for eligible working capital expenses, Nassau County OCD will make the sole and final determination of program requirements.

- b. Eligible geographic area: Nassau County
- c. Program Eligibility: NDC shall administer the Program in compliance with:
  - (1) Eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA,
  - (2) All applicable provisions of Title 2 C.F.R. 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards.
  - (3) Allocation of Grant Funds: Applications for funding under the MSRGP will be considered in the order received. NDC will support outreach efforts to encourage Minority and Women Owned Business (M/WBE) participation. NDC will make its best effort to work with applicants to ensure all documentation required to make the application complete is received in a timely fashion.
  - (4) All other applicable federal and County Program and ARPA requirements.

## d. General Requirements:

NDC will market the availability of funds, manage the application process and distribute funds in accordance with program policies and procedures to be mutually agreed upon by NDC and NC OCD. In matters of disagreement, NC OCD will make the sole and final determination of program requirements.

- 12. Under the terms of this Agreement the County will issue funds sufficient to issue approved grants upon receipt from NDC of a signed grant agreement between NDC and the approved business(es). Funds may be advanced to the NDC as per the requirements of Paragraph 5 of this Agreement. Any advances will be reconciled as per the requirements of Paragraph 5 of this Agreement or as otherwise provided by the County.
- 13. Nassau County will advance ARP funds to the NDC in the amount of \$500,000.00, to capitalize the MSRGP. The advance will be authorized upon receipt by NC OCD of an in-take list of a minimum of 50 grant applications received by NDC. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement or as otherwise provided by the County.

- 14. Payment of Project Delivery Expenses: Under the terms of this Agreement, Nassau County will pay NDC a fee of no more than 10% of the total MSRGP fund. The fee is to be paid upon receipt from NDC of evidence demonstrating actual grants issued to eligible businesses.
- 15. **REPORTING**: NDC is to provide quarterly reports of work assignments and progress relating to assigned work which is to include the following information
  - a. **Project Name:** This will identify the specific project, community or organization served by Nassau OCD
  - b. **Services:** Report of services will include a brief description of the project and service provided.
  - c. **Eligibility**: Statement as to whether the activity was eligible under HOME or CDBG and the basis for such eligibility.

# Additional Coordination Activities CDBG/HOME Budget:

\$400,000.00

The Subrecipient is also responsible for the following activities to ensure programs are coordinated with the County and all grant programs being administered jointly between the two.

- 16. Assistance to the County in the design, implementation and monitoring of the financial elements of capital improvement plans and physical development of such projects as may be referred to Subrecipient by OCD or County. These services will include an overall evaluation of all funding sources presently available to the County, including internally generated funds, debt financing, leasing, federal or state grants, federal or state tax credit programs, private sources and various combinations of all those sources.
- 17. Review and evaluate projects being considered by OCD and/or the County for economic and housing development assistance. Activities may include:
  - a. Evaluating sponsor/developer experience and capacity
  - b. Financial review and structuring of deals
  - c. Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
  - d. Advice on tax credit equity sources, requirements and structuring
  - e. Identification of other funding sources when required
  - f. Assistance with development issues during pre-development and development stages
  - g. Advice on program regulation issues.
- 18. Provide technical support and/or financial analysis to OCD and/or the County with respect to its economic and housing development program proposals.
- 19. Provide technical assistance and advocacy in the County's efforts to seek

funding and/or leverage existing resources through governmental programs including, but not limited to:

- a. Federal Resources
  - (1) Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.
  - (2) HUD Section 108 loans,
  - (3) U.S. Community Development Financial Institution (CDFI) Fund
  - (4) U.S. Department of Commerce Economic Development Administration.
  - (5) U.S. Environmental Protection Agency Brownfields Program, including Targeted Assessments, the Supplemental Pilot Program and the Brownfields Revolving Loan Fund.
  - (6) U.S. Small Business Administration Section 7(a), Section 504 and Microenterprise programs.
  - (7) New Markets Tax Credits.
  - (8) Opportunity Zone Funding
- b. State of New York Resources
  - (1) Empire State Development Corporation (ESDC).
  - (2) New York Science Technology and Research (NYSTAR)
  - (3) New York State Homes and Community Renewal (HCR)
  - (4) New York State Department of Environmental Conservation
  - (5) Other: Federal Home Loan Bank Affordable Housing Program and Community Investment Program.
- 20. Review the OCD and/or County's established economic development and/or housing development programs, including but not limited to:
  - a. Section 108 Loan Guarantee Program
  - b. Community Development Block Grant (CDBG) Program
  - c. HOME Investment Partnerships (HOME) Program

Such review will address the following items:

- (1) Eligibility criteria
- (2) Developer capacity
- (3) Underwriting criteria
- (4) Program documents
- (5) Internal administration of application and approval processes
- 21. Establish the County's participation in "HEDC New Markets," a designated Community Development Entity (CDE) through which New Markets Tax Credits (NMTC) will flow to investors of qualified community development projects that benefit low- to moderate-income people in Nassau County.
- 22. Provide the County with other related economic and housing development services. alone and/or via authorized sub-subrecipients, including but not limited to the NDC Community Impact Loan Fund. These services may include, but are not

#### limited to:

- a. Establishing a joint venture program between Nassau County and Subrecipient for industrial and commercial development projects through Community Development Group, Inc. (CDG)
- b. Establishing the OCD's and/or the County's participation in Subrecipient's 501(c)(3) Bond and Donation Program
- c. Establishing the OCD's and/or the County's participation in Subrecipient's Corporate Equity Fund, a syndicated investment pool that provides equity to eligible projects with housing and historic tax credits
- d. Establishing the OCD's and/or the County's participation in other programs developed and introduced by Subrecipient
- e. Organize and conduct conferences and training sessions with County employees, municipal subrecipients and current or potential subrecipients, including: instruction, materials, marketing, space rental and other costs incidental to such programs
- 23. Assist the OCD and/or the County in establishing and/or administering a self-sustaining economic development loan pool for County businesses referred for consideration by OCD and/or the County which will satisfy all applicable US SBA requirements and regulations
- 24. Subrecipient will evaluate the existing Section 108 Program and the current loans in the County's portfolio, and provide advice and assistance as needed, including, but not limited to: discussions with HUD staff regarding program reporting and closeout of open loans
- 25. At the County's election, NDC will provide four (4) scholarships to be used by County staff for attendance in NDC's Economic Development Finance Professional Certification Training Program or provide "in-house" staff training for County personnel.
- 26. ASSIGNMENTS: OCD Director will prioritize assignments and provide regular assignments and inquiries to NDC.
- 27. PAYMENT: NDC will be paid for Additional Coordination Activities related to technical assistance with the planning and delivery of CDBG and HOME activities on a retainer basis. Payment is not to exceed \$400,000.00 for the first four years of the Agreement, payable as \$25,000 per quarter.





# COUNTY OF NASSAU OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501 (516) 571-0200

www.nassaucountyny.gov/1524/Office-of-Housing-and-Community-Developm

MEMORANDUM TO:

Robert Cleary, Chief Procurement and Compliance Officer

FROM:

Kevin Crean, Director

RE:

ARPA Funding Delay Memo - National Development

Council

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidated Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD).

The National Development Council (NDC) was selected to perform the tasks listed in the contract after the issuance of an Request for Proposals and review of responses.

Nassau County received an allocation from the American Rescue Plan Act (ARPA) funding to assist residents and businesses who have been impacted by COVID. \$10,000,000 was previously approved by the Nassau County Legislature to allow NDC to provide grants to businesses struggling financially due to COVID. This contract adds and additional \$10,000,000 in ARPA funding to continue assisting businesses in Nassau County as the need has been overwhelming.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2021

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.

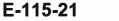
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

th	is certificate does not confer rights t	o the c	certificate holder in lieu of s			).	Toquito un ondoronion		atomont on
PRODUCER Arthur I Callagher Rick Management Services Inc.			CONTACT NAME: Joy Lewis						
	hur J. Gallagher Risk Management	Servic	ces, Inc.	PHONE (A/C, No, Ext): 206-566-7340 FAX (A/C, No):					
	D. Box 367 llevue WA 98009-0367			E-MAIL ADDRES	s: Joy_Lewi	s@aig.com	pas, not		
	10 40 40 60000 0001			ADDITE			RDING COVERAGE		NAIC#
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INSU	RED	_					urance Company		12777
	tional Development Council			F1		identifity frist	Irance Company	_	12///
	e Battery Park Plaza, Suite 710			INSURE					
	Whitehall Street w York NY 10004			INSURE					
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Α	X COMMERCIAL GENERAL LIABILITY		35336064		5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000	,000
	CLAIMS-MADE X OCCUR				1		PREMISES (Ea occurrence)	\$ 1,000	.000
117					4		MED EXP (Any one person)	\$ 10,00	.0
							PERSONAL & ADV INJURY	\$ 1,000	,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000	,000
	POLICY PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000.	.000
	OTHER:	100						\$	
Α	AUTOMOBILE LIABILITY		73512244	-	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	,000
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В	WORKERS COMPENSATION		71656165		5/1/2021	5/1/2022	X PER OTH-		
	AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$ 1,000,	000
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				1	E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below								
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000	,000
DECC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	FC (ACC	200 404 Additional Demode Calcula	de escribe			- 10		
Nas	sau County is Additional Insured for Ge	neral Li	lability as respects the operat	tions of th	ie insured as	required by	written contract		
CEF	RTIFICATE HOLDER			CANC	ELLATION				
	Nassau County Office of H Affairs 40 Main Street, 3rd Floor	ousing	& Intergovernmental	THE	<b>EXPIRATION</b>	DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.		
	40 Main Street, 3rd Floor			LAUTHOR	IZED DEDDECEN	17 4 TD 45			

USA

Hempsted NY 11550

AUTHORIZED REPRESENTATIVE





Certified: 10-AUG-21 -- CLEIMONE

## NIFS ID:CLHI21000014 Department: Housing and Homeless Services

Capital:

SERVICE: CDBG-CV/CDBG/ARP FUNDING

Contract ID #:CQHI20000017

NIFS Entry Date: 05-JUL-21

Term: from 01-APR-19 to 31-MAR-25

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: National Development Council	Vendor ID#: 13-6532871
Address: 1 Battery Park Plaza	Contact Person: Janet Thomeas
24 Whitehall Street, Suite 710	
New York, NY 10004	
	Phone: 718-753-0037

Department:	
Contact Name: Theresa Dukes	
Address: 1 West Street, Suite 365	
Mineola, NY 11501	
Phone: 516-572-1924	

# **Routing Slip**

Department	NIFS Entry: X	05-JUL-21 KCREAN
Department	NIFS Approval: X	05-JUL-21 KCREAN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	05-JUL-21 IQURESHI
ОМВ	NIFS Approval: X	05-JUL-21 SDEWS
County Atty.	Insurance Verification: X	05-JUL-21 NSARANDIS
County Atty.	Approval to Form: X	05-JUL-21 MMISRA

NIFA	NIFA Approval:	
Comptroller	Deputy: X	29-JUL-21 JSCHOEN
Legislature	Approval: X	13-JUL-21 CALBERT
Leg. Affairs	Approval/Review: X	05-JUL-21 GCASTILLOCE
Dep. CE	Approval: X	05-JUL-21 ETSIMIS
DCEC	Approval: X	05-JUL-21 RCLEARY
СРО	Approval: X	05-JUL-21 RCLEARY

# **Contract Summary**

**Purpose:** Administering CDBG-CV. CDBG and ARP Program activities and providing CDBG-CV.CDBG, and ARP eligible Services satisfactory to the County and consistent with any standards required as a condition for providing CDBG-CV these funds.

Method of Procurement: The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development.

**Procurement History:** CDBG-CV, CDBG and ARP Regulations allow for the funding directly to subrecipients to undertake eligible activities (24 CFR Part 570.503). Funding under the attached contract is awarded in compliance with these regulations through a formal application process initiated by OCD.

**Description of General Provisions:** Community or Non-Profit will undertake CDBG-CV, CDBG, and ARP eligible activities listed in contract.

Impact on Funding / Price Analysis: None - 100% federally funded

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as Submitted

## **Advisement Information**

BUL	OGET CODES
Fund:	HI
Control:	GRT
Resp:	8545,85C1. 85C2 ESARP3100
Object:	DE 500
Transaction:	103
Project #:	
Detail:	

RENEWAL	
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 10,810,443.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 10,810,443.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DE500 8545	\$ 100,000.00
2	DEERC	\$ 394,388.00
3	DEERC	\$ 316,055.00
4	DE500	\$ 10,000,000.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 10,810,443.00



# NIFS ID:CLHI21000014 Department: Housing and Homeless Services

## Capital:

SERVICE: CDBG-CV/CDBG/ARP FUNDING

Contract ID #:CQHI20000017 NIFS Entry Date: 05-JUL-21 Term: from 01-APR-19 to 31-MAR-25

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: National Development	Vendor ID#: 13-6532871
Council	C D
Address: 1 Battery Park Plaza	Contact Person: Janet Thomeas
24 Whitehall Street, Suite 710	
24 wintenan Street, Suite 710	
New York, NY 10004	
	Phone: 718-753-0037

Department:
Contact Name: Theresa Dukes
Address: 1 West Street, Suite 365
Mineola, NY 11501
Phone: 516-572-1924

# **Routing Slip**

Department	NIFS Entry: X	05-JUL-21 KCREAN
Department	NIFS Approval: X	05-JUL-21 KCREAN
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	05-JUL-21 IQURESHI
ОМВ	NIFS Approval: X	05-JUL-21 SDEWS
County Atty.	Insurance Verification: X	05-JUL-21 NSARANDIS
County Atty.	Approval to Form: X	05-JUL-21 MMISRA

СРО	Approval: X	05-JUL-21 RCLEARY
DCEC	Approval: X	05-JUL-21 RCLEARY
Dep. CE	Approval: X	05-JUL-21 ETSIMIS
Leg. Affairs	Approval/Review: X	05-JUL-21 GCASTILLOCE
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## **Contract Summary**

**Purpose:** Administering CDBG-CV. CDBG and ARP Program activities and providing CDBG-CV.CDBG, and ARP eligible Services satisfactory to the County and consistent with any standards required as a condition for providing CDBG-CV these funds.

**Method of Procurement:** The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development.

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**Description of General Provisions:** Community or Non-Profit will undertake CDBG-CV, CDBG, and ARP eligible activities listed in contract.

Impact on Funding / Price Analysis: None - 100% federally funded

Change in Contract from Prior Procurement:  $\ensuremath{\mathrm{N/A}}$ 

Recommendation: (approve as submitted) Approve as Submitted

## **Advisement Information**

BUDGET CODES		
Fund: HI		
Control:	GRT	
Dagmi	8545,85C1. 85C2	
Resp:	ESARP3100	
Object:	DE 500	
Transaction:	103	
Project #:		
Detail:		

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT	
Revenue		
Contract:		
County	\$ 0.00	
Federal	\$ 10,810,443.00	
State	\$ 0.00	
Capital	\$ 0.00	
Other	\$ 0.00	
TOTAL	\$ 10 810 443 00	

LINE	INDEX/OBJECT CODE	AMOUNT
1	DE500 8545	\$ 100,000.00
2	DE500 85C1	\$ 394,388.00
3	DE500 8C2	\$ 316,055.00
4	ESARP3100	\$ 10,000,000.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 10,810,443.00

## RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF OFFICE OF COMMUNITY DEVELOPMENT, AND NATIONAL DEVELOPMENT COUNCIL ("NDS").

WHEREAS, the County has negotiated an amendment to the original agreement with NDS to allow for additional eligible community development activities under the CDBG and HOME programs; and administer American Rescue Plan Act ("ARPA") funds to be utilized in accordance with eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with NDS.

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

1. Vendor: National Development Council			
2. Dollar amount requiring NIFA approval: \$108	310443		
Amount to be encumbered: \$10810443			
This is a Amendment			
If new contract - \$ amount should be full amount of advisement ?NIFA only needs to review if it is in If amendment - \$ amount should be full amount of	creasing funds above th	ne amount previously app	proved by NIFA
3. Contract Term: 04/01/2019-03/31/2025  Has work or services on this contract commen	ced? Y		
If yes, please explain: Ongoing grant program	- Coronavirus related		
4. Funding Source:			
General Fund (GEN) Capital Improvement Fund (CAP) Other	X Grant Fund (GRT)	Federal % 100 State % 0 County % 0	
Is the cash available for the full amount of the con-	tract?	Y N	
Has the County Legislature approved the borrowing	ng?	N/A	
Has NIFA approved the borrowing for this contract	?	N/A	
5. Provide a brief description (4 to 5 sentences	s) of the item for which	this approval is reque	sted:
Administering CDBG-CV. CDBG and ARP Program activities consistent with any standards required as a condition for pro-	and providing CDBG-CV.CDE viding CDBG-CV these funds.	3G, and ARP eligible Services s	satisfactory to the County and
6. Has the item requested herein followed all p	proper procedures and	I thereby approved by	the:
Nassau County Attorney as to form	Υ		
Nassau County Committee and/or Legislature			
Date of approval(s) and citation to the resol	ution where approval	for this item was provi	ded:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount
CLHI20000015	15-DEC-20	2,500,000.00

#### **AUTHORIZATION**

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

IQURESHI 05-JUL-21

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 pri ntouts for all relevant accounts and relevant Nassau County Legislature communication docu ments and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being 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: National Development Council
CONTRACTOR ADDRESS: 1 Battery Pk. Plaza, 24 Whitehall St. Ste 710, NY NY 10004
FEDERAL TAX ID #: 13-6532871
<i>Instructions:</i> 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 sealed bids were received and opened. [#] of
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. I This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 15, 2020 [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 an RFP was issued on February 12, 2019. One proposal was received due to the nature of the services.
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
denartment head describes the proposal and it is 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 grouped to D.
$\square$ A. The contract has been awarded to the proposer offering the lowest cost proposal; <b>OR</b> :
☐ 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 alleged.
superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
FP
V V Pursuant to Everytive Order No. 1 6 1002
V. The 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 sorvices sought or loss than there are
one of two providers of the scriptes soligin of 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.
R. The memorandum explains that the contractor?
B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State great by local-time.
federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
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.

		į.
	t to General Municipal Law S rough an inter-municipal agreen	ection 119-o, the department is purchasing the services nent.
competitive profor entering into the intends to initiate a the vendor has presented the vendor's performance.	ocess has not been initiated his contract without conducting a competitive process for the fut viously provided services to the rmance. If the contractor has no	act with a not-for-profit agency for which a d. Attached is a memorandum that explains the reasons a competitive process, and details when the department ure award of these services. For any such contract, where e county, attach a copy of the most recent evaluation of the received a satisfactory evaluation, the department must permitted to contract with the county.
evaluations may no compelling need to	ot be possible because of the coordinue services through	competitive process and/or completing performance nature of the human services program, or because of a the same provider. In those circumstances, attach an erformance evaluation is inapplicable.
or surveying ser with Board of Supe	rvices. The attached memorar ervisors' Resolution No. 928 of	r the provision of architectural, engineering adum provides details of the department's compliance f 1993, including its receipt and evaluation of annual, and its negotiations with the most highly qualified
		All Departments must check the box for VIII.
	ox for either IX or X, as application of Minority Group	Members and Women in Nassau County
Contracts. The se MWBE sub-contract	elected contractor has agreed to ctors. Proof of the contractual u	hat it has an obligation to utilize best efforts to hire utilization of best efforts as outlined in Exhibit "EE" by the Comptroller's Office prior to the approval of
as outlined in Ex	hibit "EE", Department will to submission of the first cla	es. To ensure compliance with MWBE requirements require vendor to submit list of sub-contractor im voucher, for services under this contract being
X. 🗆 Vendor wi	ll not require any sub-con	tractors.
criteria set forth by the I Comptroller's Memoran	Internal Revenue Service, Revenue Ru	n entity that has only one or two employees:   a review of the ling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the eming independent contractors and employees indicates that the x purposes.
el		Keving Crean Department Glead Signature
	**	_7/5/2021

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



### **COUNTY OF NASSAU**

#### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES NO X If yes, to what campaign committee?

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.

 Janet Thomas [JTHOMAS@NDCONLINE.ORG]

 Dated:
 06/14/2021 02:17:44 PM

 Vendor:
 National Council for Community Development

Title:

Deputy CFO

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

Page 1 of 1 Rev. 3-2016



### **COUNTY OF NASSAU**

#### LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

N/A

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
No
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None
<ol> <li>Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.</li> </ol>
ilisted. See the last page for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
None

a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach

Page 1 of 3 Rev. 3-2016

7. Has the lobbyist/lobbying organization or any of its the New York State Election Law in (a) the period beg (b), beginning April 1, 2018, the period beginning two this disclosure, to the campaign committees of any of committees of any candidates for any of the following Clerk, the Comptroller, the District Attorney, or any Ce YES NO X If yes, to what campaign	ginning April 1, 2016 a years prior to the date the following Nassau Nassau County elect ounty Legislator?	and ending on the date of this disclosure, or e of this disclosure and ending on the date of County elected officials or to the campaign ed offices: the County Executive, the County
I understand that copies of this form will be sent to the be posted on the County's website.	e Nassau County Dep	artment of Information Technology ("IT") to
I also understand that upon termination of retainer, er Attorney within thirty (30) days of termination.	mployment or designa	tion I must give written notice to the County
VERIFICATION: The undersigned affirms and so swe statements and they are, to his/her knowledge, true a		ead and understood the foregoing
The undersigned further certifies and affirms that the made freely and without duress. threat or any promise remuneration.		
Electronically signed and certified at the date and time Janet Thomas [JTHOMAS@NDCONLINE.ORG]	e indicated by:	
Dated: 06/14/2021 06:43:02 PM	Vendor:	National Council for Community Development
	Title:	Deputy CFO

Page **2** of **3** Rev. 3-2016

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" <u>does not include:</u> Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or ratemaking proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

Page 3 of 3 Rev. 3-2016

### PRINCIPAL QUESTIONNAIRE FORM

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

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

Data of hinth	ne: Daniel Marsh III				
Date of birth	04/20/1951				
Home addre	s: 5 Cedar Street				
City:	Mashpee	State/Province/Territory: _	MA	_ Zip/Postal Code:	02649
Country:	US				
Business Ad	ress: 325 Gol	ld Street, Suite 510			
City:	Brooklyn	State/Province/Territory:	MA	Zip/Postal Code:	11201
Country	US				
Telephone:	212.682.1106				
Other prese	address(es):				
City:		State/Province/Territory:	MA	Zip/Postal Code:	_
Country:	US			_ ·	•
Telephone:					
List of other	ddresses and telephone i	numbers attached			
Positions he	l in submitting business a	and starting date of each (check	all app	olicable)	
		_			
President	01/01/2017	Treasurer			
Chairman of		Shareholder			
Chief Exec.		Secretary			
Chief Financ		Partner			
Vice Preside	.t				
(Other)					
ъ .					
YES Table	· <del></del>	usiness submitting the question	nnaire?		
YES	NO X If Yes, pr	rovide details.			
			ırity or l	loseo or any othor ty	oo of
Are there ar	outstanding loans, guara	INTAGE OF SHU OTHER TORM OF COCI-	arity Of I	icase ui aily ulliel lyl	75 UI
	outstanding loans, guara		-	, , , , , , , , , , , , , , , , , , , ,	
contribution	nade in whole or in part be	etween you and the business su	-	, , , , , , , , , , , , , , , , , , , ,	
	nade in whole or in part be		-	, , , , , , , , , , , , , , , , , , , ,	
contribution	nade in whole or in part be	etween you and the business su	-	, , , , , , , , , , , , , , , , , , , ,	
contribution	nade in whole or in part be	etween you and the business su	-	, , , , , , , , , , , , , , , , , , , ,	
contribution	nade in whole or in part be	etween you and the business su	-	, , , , , , , , , , , , , , , , , , , ,	
contribution YES	nade in whole or in part be NO X If Yes, pr	etween you and the business surovide details.	ubmittir	ng the questionnaire?	•
ves Within the page	nade in whole or in part be NO X If Yes, pr	etween you and the business surovide details.  n a principal owner or officer of a	ubmittir	ng the questionnaire?	•
ves Within the pa	nade in whole or in part be NO X If Yes, prost 3 years, have you been one submitting the quest	etween you and the business surovide details.  n a principal owner or officer of a	ubmittir	ng the questionnaire?	•

Page 1 of 5 Rev. 3-2016

6.		ny gove s while										to a l	bus	ines	s or	org	janiza	ation	liste	ed in	n Se	ectic	on 5 i	in the	e past
Г	YES		NO	Χ	(	If Y	es, p	orov	/ide	deta	ils.														
Ĺ																									
result of	of any a	irmative action ta pace, ph	ken by	a go	ver	nme	nt aç	gen	cy.	Provi	ide	a de	taile	ed re	espo	nse	to a	l qu							
7.		past (5) ch you h										usin	ess	es o	r no	t-foı	r-prof	it or	gani	zatio	ons	list	ed in	Sec	tion 5
	a.	•	debarre		an <u>y</u>	•	<u>vern</u> ı	mer	nt aç	genc	y fro						ntract							e acti	on
	b.		declare			ıult a	and/c	or te	ermi	nated	d fo	r cau	ıse	on a	any c	cont	tract,	and	or h	ad a	any	cor	ntrac	ts	
		cance YES taken.		NO	se? 	X	] If y	yes	, pro	ovide	an	expl	ana	ation	of tl	he d	circur	nsta	nce	s an	d c	orre	ective	acti	on
	C.		denied I to, fai												ty to	bid	d on a	cor	ntrac	t, in	clu	ding	ı, but	not	
		YES taken.	ito, iai	NO		X		•							of tl	he d	circur	nsta	nce	s an	d c	orre	ective	e acti	on
	d.		suspen ng that ct?																						action
		YES taken.	-	NO		X	] If y	yes.	, pro	ovide 	an	expl	ana	ation	of tl	he d	circur	nsta	nce	s an	d c	orre	ctive	acti	on

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?

Page **2** of **5** Rev. 3-2016

ques	tionnaire.)
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES NO X 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 crir an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.

9.

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?

Page **3** of **5** Rev. 3-2016

	YES NO	X	If yes, provide an explanation of the circumstances and corrective action taken
1.	to Question 5, beer type of investigation	n the subj n by any	n provided, in the past 5 years has any business or organization listed in respons ject of a criminal investigation and/or a civil anti-trust investigation and/or any oth government agency, including but not limited to federal, state, and local regulato principal owner or officer?
	YES NO	X	If yes, provide an explanation of the circumstances and corrective action taken
	L		
2.		•	ou or this business, or any other affiliated business listed in response to Question as a result of judicial or administrative proceedings with respect to any profession If yes, provide an explanation of the circumstances and corrective action taken
2.	had any sanction in license held?	nposed a	as a result of judicial or administrative proceedings with respect to any profession

Page **4** of **5** Rev. 3-2016

I, Daniel Marsh III , 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, Daniel Marsh III , 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.
National Council for Community Development, Inc.
Name of submitting business
Electronically signed and certified at the date and time indicated by: Daniel Marsh III [DMARSH@NDCONLINE.ORG]
President & CEO
Title
06/15/2021 12:04:08 PM

Date

Page **5** of **5** Rev. 3-2016

### PRINCIPAL QUESTIONNAIRE FORM

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

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

	Principal Nam	e: Seth	Bongartz					
	Date of birth:	09/23	3/1954					
	Home address	s: P.O.	Box 1407					
	City:	Manchest	er Center	State/Provi	nce/Territory: \(\text{\text{V}}\)	/T	Zip/Postal Code:	05255
	Country:	US						
	Business Add	ress:	325 Gold	Street Suite 5	01			
	City:	Brooklyn		State/Provi	nce/Territory: N	1Y	Zip/Postal Code:	11201
	Country	US						
	Telephone:	212-682-1	106					
	Other present	address(e	es): N/A					
	City:			State/Provi	nce/Territory:		Zip/Postal Code:	_
	Country:							
	Telephone:							
	List of other a	ddresses a	and telephone n	umhers attache	7 <b>4</b>			
	List of other a	udi Cooco (	and telephone in	ambers attacht	,u			
	Positions held	l in submit	ting business an	nd starting date	of each (check a	ıll appli	cable)	
	President				Treasurer			
	Chairman of E	Roard	02/10/2020		Shareholder	-		
	Chief Exec. O		02/10/2020		_	06/0	1/2005	
					Secretary	06/0	1/2005	
	Chief Financia				_ Partner			
	Vice Presiden	I			_			
	(Other)							
	Do you have a	an equity in	nterest in the bu	siness submitti	ng the questionna	aire?		
	YES	NO	X If Yes, pro	vide details.				
l								
	Are there any	outstandir	ng loans, guaran	ntees or any oth	er form of securi	tv or le	ase or any other ty	ne of
	•			•		•	the questionnaire?	
	YES			vide details.	the business sub	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	g the questionnane.	
ĺ	123	NO	7   II 163, pic	ovide details.				
l								
					er or officer of an	ıy busiı	ness or notfor-profit	organization
			nitting the question					
,	YES	NO	X If Yes, pro	vide details.				
ſ	·			·				·

Page **1** of **5** Rev. 3-2016

6.						y awarded any contracts to a business or organization listed in Section 5 in the pas ncipal owner or officer?
Г	YES		NO		Χ	If Yes, provide details.
result	of any	action ta	aken by	/ a	gove	puired below whether the sanction arose automatically, by operation of law, or as a ernment agency. Provide a detailed response to all questions checked "YES". If you ppropriate page and attach it to the questionnaire.
7.						rou and/or any affiliated businesses or not-for-profit organizations listed in Section trincipal owner or officer:
	a.	Been YES taken.		-	oy ar O	ny government agency from entering into contracts with that agency?  X If yes, provide an explanation of the circumstances and corrective action
	b.		declare			fault and/or terminated for cause on any contract, and/or had any contracts
		YES taken.		N		X If yes, provide an explanation of the circumstances and corrective action
	C.					ard of a contract and/or the opportunity to bid on a contract, including, but not
		YES taken.		N	1	neet pre-qualification standards?  X If yes, provide an explanation of the circumstances and corrective action
	d.		ng that			any government agency from entering into any contract with it; and/or is any action ormally debar or otherwise affect such business's ability to bid or propose on
		YES taken.		] N	0	X If yes, provide an explanation of the circumstances and corrective action

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?

Page **2** of **5** Rev. 3-2016

ques	tionnaire.)
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C.	Is there any administrative charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
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e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO X 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 X If yes, provide an explanation of the circumstances and corrective action taken.

9.

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?

Page **3** of **5** Rev. 3-2016

	YES NO	X	If yes, provide an explanation of the circumstances and corrective action taken
1.	to Question 5, beer type of investigation	n the subj n by any	n provided, in the past 5 years has any business or organization listed in respons ject of a criminal investigation and/or a civil anti-trust investigation and/or any oth government agency, including but not limited to federal, state, and local regulato principal owner or officer?
	YES NO	X	If yes, provide an explanation of the circumstances and corrective action taken
	L		
2.		•	ou or this business, or any other affiliated business listed in response to Question as a result of judicial or administrative proceedings with respect to any profession If yes, provide an explanation of the circumstances and corrective action taken
2.	had any sanction in license held?	nposed a	as a result of judicial or administrative proceedings with respect to any profession

Page **4** of **5** Rev. 3-2016

I, Seth Bongartz , 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, Seth Bongartz , 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.
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by: Seth Bongartz [SETHBONGARTZ2@GMAIL.COM]
Board Chair
Title
06/04/2021 10:29:50 AM

Date

Page **5** of **5** Rev. 3-2016

### PRINCIPAL QUESTIONNAIRE FORM

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

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

Date of birth	me: <u>Gertrude</u>	Scriven	
Date of birth			
Home addre	ss: 189 Bridg	ge Street, Apt 3B	
City:	Brooklyn	State/Province/Territory: NY Zip/Postal Code:	11201
Country:	US		
Business Ad	ldress:	One Battery Park Plaza, Suite 710	
City:	New York	State/Province/Territory: NY Zip/Postal Code:	10004
Country	US	<u> </u>	
Telephone:	2126821106		
Other preser	nt address(es):	One Battery Park Plaza, Suite 710	
City:	Cleveland	State/Province/Territory: OH Zip/Postal Code:	_ 44114
Country:	US		
Telephone:	21268211062	25	
	addiosos and t	telephone numbers attached	
Positions he	ld in submitting	business and starting date of each (check all applicable)	
President		Treasurer 08/01/1984	
Chairman of		Shareholder	
Chief Exec.			
Chief Financ		Secretary Partner	
Vice Preside		Faitilei	
(Other)	——————————————————————————————————————	<u> </u>	
(Otrier)			
	_ · · -	est in the business submitting the questionnaire?	
Do you have	an equity intere	est in the business submitting the questionnaire?  If Yes, provide details.	
	_ · · -		
	_ · · -		
	_ · · -		
YES Are there an	NO X  y outstanding lo	If Yes, provide details.	•
YES  Are there an contribution	NO X  y outstanding lo made in whole o	If Yes, provide details.  pans, guarantees or any other form of security or lease or any other typer in part between you and the business submitting the questionnaire?	•
YES Are there an	NO X  y outstanding lo	If Yes, provide details.	•
YES  Are there an contribution	NO X  y outstanding lo made in whole o	If Yes, provide details.  pans, guarantees or any other form of security or lease or any other typer in part between you and the business submitting the questionnaire?	•
YES  Are there an contribution	NO X  y outstanding lo made in whole o	If Yes, provide details.  pans, guarantees or any other form of security or lease or any other typer in part between you and the business submitting the questionnaire?	•
YES  Are there an contribution	NO X  y outstanding lo made in whole o	If Yes, provide details.  pans, guarantees or any other form of security or lease or any other typer in part between you and the business submitting the questionnaire?	•
Are there an contribution YES	y outstanding lo made in whole o	If Yes, provide details.  pans, guarantees or any other form of security or lease or any other typer in part between you and the business submitting the questionnaire?  If Yes, provide details.	?
Are there an contribution YES	y outstanding lo made in whole on NO X	If Yes, provide details.  pans, guarantees or any other form of security or lease or any other typer in part between you and the business submitting the questionnaire?  If Yes, provide details.	?
Are there an contribution YES	y outstanding lo made in whole on NO X	If Yes, provide details.  pans, guarantees or any other form of security or lease or any other typer in part between you and the business submitting the questionnaire?  If Yes, provide details.	?

Page 1 of 5 Rev. 3-2016

6.		Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?								
Г	YES		NO		Χ	If Yes, provide details.				
result	of any	action ta	aken by	/ a	gove	puired below whether the sanction arose automatically, by operation of law, or as a ernment agency. Provide a detailed response to all questions checked "YES". If you ppropriate page and attach it to the questionnaire.				
7.						rou and/or any affiliated businesses or not-for-profit organizations listed in Section trincipal owner or officer:				
	a.	Been YES taken.		-	oy ar O	ny government agency from entering into contracts with that agency?  X If yes, provide an explanation of the circumstances and corrective action				
	b.		declare			fault and/or terminated for cause on any contract, and/or had any contracts				
		YES taken.		N		X If yes, provide an explanation of the circumstances and corrective action				
	C.					ard of a contract and/or the opportunity to bid on a contract, including, but not				
		YES taken.		N	1	neet pre-qualification standards?  X If yes, provide an explanation of the circumstances and corrective action				
	d.		ng that			any government agency from entering into any contract with it; and/or is any action ormally debar or otherwise affect such business's ability to bid or propose on				
		YES taken.		] N	0	X If yes, provide an explanation of the circumstances and corrective action				

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?

Page **2** of **5** Rev. 3-2016

ques	tionnaire.)
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES NO X 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 crir an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.

9.

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?

Page **3** of **5** Rev. 3-2016

	YES NO	X	If yes, provide an explanation of the circumstances and corrective action taken
1.	to Question 5, beer type of investigation	n the subj n by any	n provided, in the past 5 years has any business or organization listed in respons ject of a criminal investigation and/or a civil anti-trust investigation and/or any oth government agency, including but not limited to federal, state, and local regulato principal owner or officer?
	YES NO	X	If yes, provide an explanation of the circumstances and corrective action taken
	L		
2.		•	ou or this business, or any other affiliated business listed in response to Question as a result of judicial or administrative proceedings with respect to any profession If yes, provide an explanation of the circumstances and corrective action taken
2.	had any sanction in license held?	nposeď a ———	as a result of judicial or administrative proceedings with respect to any profession

Page **4** of **5** Rev. 3-2016

I, Gertrude Scriven , 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, Gertrude Scriven , 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.
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by: Gertrude Scriven [GSCRIVEN@NDCONLINE.ORG]
Director
Title
06/14/2021 01:12:24 PM

Date

Page **5** of **5** Rev. 3-2016

### PRINCIPAL QUESTIONNAIRE FORM

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

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

Date of birth	ame: <u>Adam E</u> i	11110	
_ 4.5 01 511 (1	n: <u>01/03/19</u>	980	
Home addre	ess: 658 N C	Country Club Rd	
City:	Brevard	State/Province/Territory: NC Zip/Postal Code:	28712
Country:	US		
Business Ad	ddress:	325 Gold Street, Suite 501	
City:	Brooklyn	State/Province/Territory: NY Zip/Postal Code:	11201
Country	US		-
Telephone:	(212) 682-11	06	
Other prese	nt address(es):	35 West Probart Street, Suite E	
City:	Brevard	State/Province/Territory: NC Zip/Postal Code:	_ 28712
Country:	US	Otate/1104inde/16intory Zip/1 ostal odde.	20712
Telephone:		07	
13-6-6-0	a alaba a	d telephone numbers attached	
Chairman o Chief Exec.		Shareholder Secretary	
Chief Exec.		Secretary 01/01/2017 Partner	
Vice Preside		71/01/2017 FAILUE!	
(Other)	<u> </u>	<del></del>	
(30101)			
		rest in the business submitting the questionnaire?	
		<del></del>	
Do you have YES	NO X	If Yes, provide details.	
		<del></del>	
		<del></del>	
		<del></del>	
YES	NO X	If Yes, provide details.	oe of
YES Are there ar	NO X	<del></del>	
YES Are there ar	NO X	If Yes, provide details.	
Are there ar contribution	NO X  ny outstanding le	If Yes, provide details.  loans, guarantees or any other form of security or lease or any other type or in part between you and the business submitting the questionnaire?	
Are there ar contribution	NO X  ny outstanding le	If Yes, provide details.  loans, guarantees or any other form of security or lease or any other type or in part between you and the business submitting the questionnaire?	
Are there ar contribution	NO X  ny outstanding le	If Yes, provide details.  loans, guarantees or any other form of security or lease or any other type or in part between you and the business submitting the questionnaire?	
Are there ar contribution YES	NO X  ny outstanding lemade in whole NO X	If Yes, provide details.  loans, guarantees or any other form of security or lease or any other type or in part between you and the business submitting the questionnaire?  If Yes, provide details.	•
Are there ar contribution YES	NO X  ny outstanding lemade in whole NO X  ast 3 years, have	If Yes, provide details.  loans, guarantees or any other form of security or lease or any other type or in part between you and the business submitting the questionnaire?  If Yes, provide details.	•
Are there ar contribution YES  Within the p other than the potential of th	NO X  ny outstanding lemade in whole NO X  ast 3 years, have one submitting lemans.	If Yes, provide details.  loans, guarantees or any other form of security or lease or any other type or in part between you and the business submitting the questionnaire?  If Yes, provide details.  ve you been a principal owner or officer of any business or notfor-profiting the questionnaire?	•
Are there ar contribution YES	NO X  ny outstanding ly made in whole NO X  ast 3 years, have	If Yes, provide details.  loans, guarantees or any other form of security or lease or any other type or in part between you and the business submitting the questionnaire?  If Yes, provide details.	•

Page **1** of **5** Rev. 3-2016

l	submi	tting the questionnaire.
L		
6. <sub>-</sub>		ny governmental entity awarded any contracts to a business or organization listed in Section 5 in the past s while you were a principal owner or officer?  NO X If Yes, provide details.
Ĺ		
result (	of any a	irmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you bace, photocopy the appropriate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 ch you have been a principal owner or officer:  Been debarred by any government agency from entering into contracts with that agency?
		YES NO X 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 X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.

Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or 8. 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

Page 2 of 5 Rev. 3-2016

	NO X If 'Yes', provide details for each such instance. (Provide a detailed response to lestions check "Yes". If you need more space, photocopy the appropriate page and attached it to the tionnaire.)
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES NO X 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 cr an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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 X 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

Page **3** of **5** Rev. 3-2016

	been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  YES  NO  X  If yes, provide 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 X If yes, provide an explanation of the circumstances and corrective action taken.
	TES   NO   X   II yes, provide all 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.

Page **4** of **5** Rev. 3-2016

I, Adam Ennis	, hereby acknowledge that a materially false statement asy result in rendering the submitting business entity and/or
any affiliated entities non-responsible, and, in addition, may	
I, Adam Ennis items contained in this form; that I supplied full and comple knowledge, information and belief; that I will notify the Cour after the submission of this form; and that all information su information and belief. I understand that the County will rely inducement to enter into a contract with the submitting business.	nty in writing of any change in circumstances occurring upplied by me is true to the best of my knowledge, y on the information supplied in this form as additional
CERTIFICATION  A MATERIALLY FALSE STATEMENT WILLFULLY OR FR QUESTIONNAIRE MAY RESULT IN RENDERING THE SI WITH RESPECT TO THE PRESENT BID OR FUTURE BII MAKING THE FALSE STATEMENT TO CRIMINAL CHAR	UBMITTING BUSINESS ENTITY NOT RESPONSIBLE DS, AND, IN ADDITION, MAY SUBJECT THE PERSON
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indic Adam Ennis [AENNIS@NDCONLINE.ORG]	cated by:
CFO	
Title	
06/03/2021 10·08·20 AM	

Date

Page **5** of **5** Rev. 3-2016

### **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:	06/1	4/2021					
1)	Proposer's Legal Name: National Council for Community Development						
Address of Place of Business:     1111 Superior Avenue East			erior Avenue East				
	City:	Cleveland	Sta	ate/Province/Territory:	ОН	Zip/Postal Code:	44114
	Country:	US					
3)	Mailing Ad	ddress (if different):	PO Box 84530	00			
	City:	Boston	Sta	ate/Province/Territory:	MA	Zip/Postal Code:	02284
	Country:	US					
	Phone:	(212) 682-1106					
				If other, please provid	e details:		
4)	Dun and E	Bradstreet number:	073273294				
5)	Federal I.I	D. Number: <u>1365</u> 3	32871				
6)	The propo	ser is a: <u>Corpora</u>	tion	(Describe	e)		
7) Does this business share office space, staff, or equipment expenses with any other business.				other business?			
г	YES X NO If yes, please provide details:						
	We share office with out business affiliates. Please see attachments						
	1 File(s) I	Jploaded: NDC ANI	O AFFILIATES E	EIN NUMBERS.docx			
8)	Does this business control one or more other businesses?						
Γ	YES X NO I If yes, please provide details:  For is already attached						
L	1 01 10 0110	ady attached					
9)	Does this	husiness have one	or more affiliate	s and/or is it a subsid	liary of or a	controlled by, any other	husiness?

Page **1** of **6** Rev. 3-2016

If yes, please provide details:

YES

	Form is already attached				
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  YES NO X If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).				
1)	Has the proposer, during the past seven years, been declared bankrupt?  YES NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets				
12)	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  YES NO X If yes, provide details for each such investigation, 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 X 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 NOX If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.				
	b) Any misdemeanor charge pending? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.				

Page **2** of **6** Rev. 3-2016

state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a cor of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  No Conflict Exists	YES	nent of which relates to truthfulness or the underlying facts of which related to the conduct of business?  NO X If yes, provide details for each such investigation, an explanation of the imstances and corrective action taken.
YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had sanction imposed as a result of judicial or administrative proceedings with respect to any professional licen held?  YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applic federal, state or local taxes or other assessed charges, including but not limited to water and sewer charge YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.  Conflict of Interest:  a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please exprestate "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a confinerest 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 m create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  No Conflict Exists	YES	NO X If yes, provide details for each such investigation, an explanation of the
sanction imposed as a result of judicial or administrative proceedings with respect to any professional licen held?  YES	YES	NO X If yes, provide details for each such investigation, an explanation of the
sanction imposed as a result of judicial or administrative proceedings with respect to any professional licen held?  YES		
For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applic federal, state or local taxes or other assessed charges, including but not limited to water and sewer charge YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.  Conflict of Interest:  a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expresstate "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a cord 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 make 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	sand held	ction imposed as a result of judicial or administrative proceedings with respect to any professional licens?
federal, state or local taxes or other assessed charges, including but not limited to water and sewer charge YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.  Conflict of Interest:  a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please exprestate "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a cord 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 moreate 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	circu	mstances and corrective action taken.
<ul> <li>a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressitate "No conflict exists."         <ul> <li>(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.</li> </ul> </li> <li>(ii) Any family relationship that any employee of your firm has with any County public servant that moreate a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.         <ul> <li>No Conflict Exists</li> </ul> </li> <li>(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a</li> </ul>	ques	stions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the
<ul> <li>a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressitate "No conflict exists."         <ul> <li>(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.</li> </ul> </li> <li>(ii) Any family relationship that any employee of your firm has with any County public servant that moreate a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.         <ul> <li>No Conflict Exists</li> </ul> </li> <li>(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a</li> </ul>		
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 m 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		Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expresstate "No conflict exists."
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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		No Conflict Exists
County.  No Conflict Exists  (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a		(ii) Any family relationship that any employee of your firm has with any County public servant that ma
(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a		,,

Page **3** of **6** Rev. 3-2016

	b)	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.				
	Each employee is required to sign a conflict of interest form. Form is attached.					
		1 File(s) Uploaded: Conflict of Interest Policy - NDC.pdf				
A.		de a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive rience in your profession. Any prior similar experiences, and the results of these experiences, must be ified.				
	Have YES	you previously uploaded the below information under in the Document Vault?  NO X				
	Is the	e proposer an individual?  NO X Should the proposer be other than an individual, the Proposal MUST include:				
	i) [	Date of formation; 05/08/1972				
	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.				
		None - Company is a non-profit				
No ind	lividua	ls 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.  File is attached				
NI 66	- 					
ΝΟ ΟΠΙ	cers a	nd directors from this company have been attached.				
		1 File(s) Uploaded: National Development Council List of Officers 2019.docx				
	iv)	State of incorporation (if applicable); NY				
	v)	The number of employees in the firm; 75				
	vi)	Annual revenue of firm; 34000000				
	vii)	Summary of relevant accomplishments  Detailed information is provided in the proposal				
	viii)	Copies of all state and local licenses and permits.				
В.		ate number of years in business.				
	52					

Page **4** of **6** Rev. 3-2016

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

Detailed information is provided in the proposal

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	Town of Babylon	
Contact Person	Tom Dolan	
Address	47 W Main Street	
City	Babylon	State/Province/Territory NY
Country	US	
Telephone	(631) 587-3752	
Fax #	(631) 957-4254	
E-Mail Address	tdolan@townofbabylon.com	
Company	Suffolk County	

Company	Suffolk County		
Contact Person	Pat Latino		
Address	100 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US	_	
Telephone	(631) 853-6330	<del></del>	
Fax #	(631) 853-4767	·	
E-Mail Address	patricia.latino@suffolkcountyny.gov	<u> </u>	

Company	Islip IDA		
Contact Person	William Mannix		
Address	40 Nassau Avenue		
City	Islip	State/Province/Territory	NY
Country	US	<del></del>	
Telephone	(631) 224-5512		
Fax #			
E-Mail Address	wmannix@islipny.gov		

Page **5** of **6** Rev. 3-2016

•	, hereby acknowledge that a materially false statement nection with this form may result in rendering the submitting business entity and/or e, and, in addition, may subject me to criminal charges.			
I, Janet Thomas , 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				
QUESTIONNAIRE MAY RESULT IN	NT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE IT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON TO CRIMINAL CHARGES.			
Name of submitting business:	National Council for Community Development			
Electronically signed and certified at Janet Thomas [JTHOMAS@NDCOI				
Deputy CFO				
Title				
06/14/2021 02:47:01 PM				
Date				

Page **6** of **6** Rev. 3-2016

# NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.

## STATEMENT OF EMPLOYEES

Name	::			
Addre	ess:			
Curre	nt Position/Title:			
organ Loyal emplo subsid NDC	I acknowledge that the National Council for Commor-profit New York corporation recognized by the Intization described in section 501(c)(3) of the Internal ty Policy and a Conflict of Interest Policy (collective byses of NDC. The policies of the National Developmentaries and affiliates including without limitation HEI Corporate Equity Fund, HEDC New Markets and Gretively referred to as "NDC").	ernal Revenue Service as an Revenue Code, has adopted a Duty of ely "Policy") applicable to all ment Council apply to NDC and its DC and its subsidiaries and affiliates,		
invest appea exerc	erstand and agree that all NDC employees have a dutement, association or other situation that results in a carance of a conflict of interest that interferes with or noise of my judgment in NDC's best interest. I further a and that the Policy applies to me during my tenure as	conflict of interest or even the may interfere with the independent acknowledge that I am an employee of		
II.	I hereby affirmatively state:			
	a. I have received a copy of the Policy.			
	b. I have read and understand the Policy.			
	c. I agree to comply with the Policy in all material respects.			
	d. I understand that if I breach the Policy or any of employee of NDC, owe to NDC, I will be subject to syment.			
Name	e (Printed)			
Empl	oyee Signature	Date		

# **Duty of Loyalty Policy**

### **Duty of Loyalty: The Employee Must Present Opportunities to NDC**

NDC employees owe a duty of loyalty to NDC to advance NDC's interests whenever the opportunity arises and refrain from behaving in a manner in derogation of NDC's interests. NDC employees are prohibited from diverting, directly or indirectly, for their personal benefit any opportunity that is available to NDC. NDC employees, further, are prohibited from directly or indirectly competing with NDC.

Because NDC trusts its employees and expects them to be creative, there may be many contexts where the employee will recognize an opportunity that could be developed, e.g., the rehabilitation of a multifamily rental facility. The employee is required promptly to disclose this opportunity to NDC (as opposed to, for example, referring the opportunity to a third party in return for personal gain, a fee or other consideration.) It is not only unethical for an employee to divert opportunities from his or her employer. It is illegal.

NDC takes very seriously the duty of the employee to be loyal to NDC. Employees who violate this provision may be subject to discipline including, but not limited to, termination of employment. NDC employees also may be subject to prosecution and payment of damages to NDC.

## **Conflict of Interest Policy**

### A. Avoidance of Conflicts of Interest

Employment with the NDC carries with it a responsibility to abide by proper ethical conduct. Employees should refrain from taking part in, or exerting influence in, any activity in which their own interest may conflict with the best interest of the NDC.

NDC employees must avoid any action, investment, association or other situation that results in a conflict of interest that interferes or may interfere with the independent exercise of judgment in NDC's best interest. Even the appearance of a conflict of interest is to be avoided.

Employees are therefore prohibited from activities including but not limited to providing technical advice or making, directly or indirectly, investments that create, or that have the appearance of creating a conflict of interest between the employee and NDC, its customers, clients, development partners, or suppliers. Included in this policy is the use of private or confidential information related to NDC's business transactions used by employees for personal gain through employee actions or investments on behalf of the employee, relatives, friends or acquaintances.

#### **B.** Financial Interest

Any employee of NDC who has a direct or indirect "financial interest," defined below, in or with any "person" (entity or individual) with which NDC has or may have a relationship, a transaction or arrangement or is negotiating in connection with a transaction or arrangement, shall be deemed to have a conflict of interest which shall be avoided at all times. An employee has a "financial interest" if the employee has, directly or indirectly, through business, investment or family —

- a. an ownership or investment interest in any person or in the geographic territory of a person with which NDC has a relationship, transaction or arrangement, or
- b. a compensation arrangement with any person or in the geographic territory of a person with which NDC has a relationship, transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any person or in the geographic territory of a person with which NDC is negotiating a relationship, transaction or arrangement. For example, if the employee has the expectation of resigning from NDC and becoming employed by or affiliated with such a person, this results in a conflict of interest.

"Compensation" includes direct and indirect remuneration, as well as gifts or favors, benefits, perquisites, reimbursements for personal expenses, and entitlements relating to personal uses of property.

While it is not possible to outline all of the circumstances that would be considered unethical, the following are examples of conflicts of interest:

- 1. Simultaneous employment with the NDC and current or potential client, partner, competitor, or supplier.
- 2. Carrying on NDC business with a firm in which the employee, or a close relative of the employee, has ownership or other economic interest.
- 3. Borrowing money from client, other than recognized loan institutions from which NDC buys services, materials, equipment, or supplies.
- 4. Accepting substantial gifts or excessive entertainment from clients, suppliers or competitors.
- 5. Participating in civic or professional organizational activities in a manner whereby confidential NDC information is divulged.
- 6. Misusing privileged information or revealing confidential data to outsiders.
- 7. Using one's position with NDC or knowledge of its affairs for outside personal gain.

### C. Duty to Disclose

Any actual or possible conflicts of interest or possible direct or indirect conflicts of interest on the part of any employee must be fully disclosed in writing to the Human Resources Director. Such disclosure shall include the existence and nature of his or her financial interest giving rise to the actual or possible conflict of interest. If a conflict of interest is fully disclosed, NDC may be able to take prophylactic measures to resolve it. If it is not disclosed, the employee is in breach of his or her duties to NDC and is subject to discipline, including termination of employment.

NDC recognizes and respects the right of NDC personnel to engage in activities outside his or her employment or other association with NDC that do not conflict with NDC's interests. Any questions regarding the application of this policy should be directed to your supervisor or the Human Resources Director.

# **National Development Council**

# List of Officers

NAMES	ADDRESSES
Daniel Marsh III President and CEO	5 Cedar Street Mashpee, MA 06249
Gertrude Scriven Director Human Resources Treasurer – NDC Board	189 Bridge Street, Apt 3B Brooklyn, NY 11201
Adam Ennis Chief Financial Officer	658 N Country Club Road Brevard, NC 28712
Seth Bongartz Secretary – Finance Committee	PO Box 1407 Manchester Center, VT 05255

#### **NDC AND ITS' AFFILIATES**

#### **EIN NUMBERS**

- National Council for Community Development (dba) National Development
   Council (NDC)
   13-653 2871
- Grow America Fund 13-364 1265
- NDC New Markets Inc. 38-364 6931
- NDC Housing and Economic Development Corporation

11-293 3129

- NDC Resources 46-067 4188
- NDC Support 1 13 415 6877

### **COUNTY OF NASSAU**

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

1. Name of the	Entity:	National Counc	il for Community Developr	nent		
Address: 111	l1 Supe	erior Avenue East				
City: Clevela	and		_ State/Province/Territory	: <u>OH</u>	Zip/Postal Code:	44114
Country: US	3					
2. Entity's Vend	or Ident	tification Number:	136532871			
3. Type of Busin	ness: _	Other	(specify)	Corpora	ation	
body, all partne	rs and I	imited partners, all	als; that is, all individuals s corporate officers, all part ch additional sheets if nece	ies of Joint '		•
2 File(s) upload Officers 2021.d		onal Development	Council List of Officers 20	19 a.docx, N	National Development Co	ouncil List of
No principals ha	ve been	attached to this form	).			
	ne indivi ompletin	dual shareholders/	olders, members, or partn partners/members. If a Pu			
		ders, NDC is a non-	-profit			
6. List all affiliat "None"). Attach performance of	ed and a sepa this cor	related companies rate disclosure forn ntract. Such disclos	been attached to this form.  and their relationship to the foreach affiliated or subsure shall be updated to incomper performance of the contract.	sidiary comp clude affiliat	pany that may take part i	n the
1 File(s) upload	ded ND	C Affiliates IRS EIN	ls (002).pdf			
"None." The ter to influence - or legislators or co Commission. S property subject employee, cour	m "lobb promotommittee uch mat t to Cou nsel or a	yist" means any ar te a matter before - es, including but no tters include, but ar unty regulation, pro agent of the County	tilized at any stage in this ad every person or organize. Nassau County, its agence to timited to the Open Space not limited to, requests for the curements. The term "lobber of Nassau, or State of New York and Tank and	ation retained cies, boards be and Park for proposal byist" does r	ed, employed or designa , commissions, departme s Advisory Committee ar s, development or improv not include any officer, di	ted by any client ent heads, nd Planning vement of real rector, trustee,
	re there	e lobbyists involved NO X	I in this matter?			
	a) Name lone	e, title, business ac	ldress and telephone num	ber of lobby	ist(s):	

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

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

York State): None

None

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

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

Electronically signed and certified at the date and time indicated by: Janet M Thomas [JTHOMAS@NDCONLINE.ORG]

Dated: 06/14/2021 02:33:44 PM

Title: Deputy CFO

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.

# **National Development Council**

# List of Officers

NAMES	ADDRESSES
Daniel Marsh III President and CEO	5 Cedar Street Mashpee, MA 06249
Gertrude Scriven Director Human Resources Treasurer – NDC Board	189 Bridge Street, Apt 3B Brooklyn, NY 11201
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- NDC Housing and Economic Development Corporation

11-293 3129

- NDC Resources 46-067 4188
- NDC Support 1 13 415 6877

#### AMERICAN RESCUE PLAN ACT,

#### COMMUNITY DEVELOPMENT BLOCK GRANT, and

#### HOME INVESTMENT PARTNERSHIPS AGREEMENT

#### BETWEEN THE COUNTY OF NASSAU

#### AND

#### NATIONAL DEVELOPMENT COUNCIL

#### AMENDMENT NO. THREE

THIS THIRD AMENDED AGREEMENT, dated as of \_\_\_\_\_\_\_\_ (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Amendment"), is entered into by and between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Ave, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Office of Community Development, having its principal office at 1 West Street, Suite 365, Mineola, NY 11501 (the "OCD"), and (ii) **National Development Council** a not-for-profit corporation duly formed under the laws of the State of New York, having its principal office located at 1 Battery Park Plaza – 24 Whitehall Street, Suite 710, New York, NY 10004 (the "Subrecipient").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQHI20000017 between the County and National Development Council, executed on behalf of the County on May 15, 2020, and Amendment One, assigned contract number CLHI20000007, thereto dated September 10, 2020 ("Amendment One") and Amendment Two, assigned contract number CLHI20000017, thereto dated December 10, 2020 (collectively, the "Original Agreement"), the Subrecipient performs certain activities for the County in connection with Community Development Block Grant Program (CDBG) and HOME Investment Partnerships (HOME) programs, which activities are more fully described in the Original Agreement (see the "Activities");

WHEREAS, the term of the Original Agreement was from April 1, 2019 and terminate on March 31, 2022 or upon completion of the Activities, whichever is later, and subject to two (2) additional three (3) year renewal periods (the "Original Term");

WHEREAS, the parties desire to exercise the first renewal option so that the term is extended for an additional three (3) year period;

WHEREAS, the County and the Subrecipient desire to amend the budget attached to the Original Agreement as Exhibit A in order to (1) undertake additional eligible community development

activities under the CDBG and HOME programs; and (2) administer American Rescue Plan Act ("ARPA") funds to be utilized in accordance with eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, and Exhibit A of this Amendment.

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

- 1. Renewal Term. The Original Term shall be renewed and thereby extended for a three (3) year period so that the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall terminate on March 31, 2025 or upon completion of Activities, such Activities as amended under this Amendment, whichever period is later.
- 2. <u>Maximum Amount</u>. The Maximum Amount in the Original Agreement shall be increased by Ten Million Eight Hundred Ten Thousand and Four Hundred Forty Three Dollars (\$10,810,443.00), so that the maximum amount that the County shall pay to the Subrecipient as full consideration for all Activities provided under the Amended Agreement shall be Thirteen Million Eight Hundred Sixty Thousand Four Hundred Forty-Three Dollars (\$13,860,443.00) (the "Amended Maximum Amount") as reflected in the Amended Exhibit A, attached hereto.
- 3. <u>Budget</u>. The budget referred to in **Exhibit A** annexed to the Original Agreement is hereby amended by the terms of this Amendment as set forth in Amended **Exhibit A** attached hereto (the "Amended Budget").
  - 4. <u>Performance Monitoring</u>. In addition to the Performance Monitoring and related reporting requirements contained in Section 3 of the Original Agreement, with respect to the administration and use of ARPA funds that are provided under this Amendment, the Contractor shall also submit periodic reports providing a detailed accounting of the uses of such ARPA funds received under this Amendment, including such other information as the Secretary of the United States Department of the Treasury or the County may require to comply with the reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.
  - 5. <u>Compliance with Law.</u> (a) Required Federal Contract Provisions. In addition to the federal requirements contained in Exhibit B and Exhibit D of the Original Agreement, when utilizing ARPA funds authorized under this Amendment, the Subrecipient shall also comply with and attach to any subcontract and/or third-party agreement entered into by the Subrecipient, as well as require such subcontractors to attach to their sub-subcontracts at all levels, the following provisions:
    - A. Solid Waste Disposal Act. Pursuant to 2 CFR § 200.323, the Subrecipient and appropriate subcontractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- B. Prohibition on certain telecommunications and video surveillance services or equipment. (i) The Subrecipient and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to
  - (1) procure or obtain;
  - (2) extend or renew a contract to procure or obtain; or
  - (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (I) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (II) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (III) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
  - (ii) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- (iii) The Subrecipient and/or applicable subcontractor's attention is directed to Public Law 115–232, section 889 for additional information.
- (iv) The Subrecipient and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

#### C. Domestic preferences for procurements.

(i) As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

#### (ii) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (b) <u>Compliance with Federal Requirements</u>. The Subrecipient agrees to comply with all applicable federal law governing the respective funds provided under this Amended Agreement, including, but not limited to all applicable provisions of Title 2 C.F.R. 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Without limiting the generality of the forgoing, specifically, with respect to ARPA funds, such funds may only be utilized for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA,

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

NATIONAL DEVELOPMENT COUNCIL

By:

Name: Daniel Marsh III Title: President & CEO

Date: 7-2-2021

**NASSAU COUNTY** 

Date: 7. 29. 21

PLEASE EXECUTE IN BLUE INK

STATE OF VERMONT	)
	)ss.:
COUNTY OF BENNINGTON	)

On the 2<sup>nd</sup> day of JULY in the year 2021 before me personally came **DANIEL MARSH III** to me personally known, who, being by me duly sworn, did depose and say that he/she resides in the County of ; that he/she is the PRESIDENT & CEO of the **NATIONAL DEVELOPMENT COUNCIL** the not-for-profit corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK

) ss.:

COUNTY OF NASSAU

On the day of in the year 202 before me personally came

to me personally known, who, being by me duly sworn, did depose and say that he/she resides in the County of Nassau; that he/she is the Douty County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.



#### Exhibit A

#### Amended Budget and Scope of Services

BUDGET.....\$13,860,443.00

#### SUBRECIPIENT RESPONSIBILITIES

# **COVID-19 Economic Development Loan Program Budget:**

\$250,000.00

- 1. Under the terms of this Agreement, NDC Community Impact Loan Fund (CILF) shall use its lending capacity and staff to make working capital loans to eligible small businesses and non-profits that meet its underwriting criteria for loans originated under the New York Forward Loan Fund (NYFLF). In light of the great uncertainty posed by the impact of COVID-19 shutdowns and the uncharted waters that lay ahead for all on an economic recovery, staff provided by NDC CILF will perform the following services:
  - a. Receive and review pre-applications "matched" between Nassau County applicants to the NYFLF and NDC CILF, and subsequently referred to NDC CILF for underwriting,
  - b. Assist, when feasible, in packaging the loan (all documentation must be uploaded by applicants to a portal platform),
  - c. Obtain as appropriate, NDC CILF approvals,
  - d. Close, service, and collect loans in compliance with the policies and procedures of the program,
  - e. Perform the fiduciary responsibilities of the corporation
  - f. Provide periodic reporting to the Client.
- 2. Under the terms of this Agreement, CILF's lending program in Nassau County will be capitalized with the Grant Funds provided to CILF by the Nassau County OCD. These funds will be used solely for CILF Loans which meet the purposes of job retention or creation, increased investment, addressing the urgent need posed by COVID-19 impact in the County, or the elimination of blight as determined by the Client or its designee.
- 3. Under the terms of this Agreement Nassau County will advance funds to the NDC in the amount of \$250,000, in two increments of \$125,000 to capitalize the County's portion of the NYFLF. These advances will be authorized upon receipt by NC OCD of an agreement between NDC and the NYFLF demonstrating NDC's participation in said program. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.
  - a. Such investment will be leveraged up to 20 times and create lending capacity for Nassau County businesses of up to \$\$5 million.
  - b. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.

- 4. Utilizing CARES Act funds allocated to Nassau County under the Community Development Block Grant Coronavirus (CDBG-CV) Program, NDC shall administer the Nassau County Restaurant Recovery Grant Program (RRGP) for eligible businesses located within Nassau County.
  - a. Maximum grant amount: up to \$10,000

for eligible working capital expenses, Nassau County OCD will make the sole and final determination of program requirements.

Any CARES Act small business funding previously received by the applicant from Nassau County or any local municipalities **will reduce** the amount of the applicant's maximum grant award under this program.

Any previously received PPP funding **will not reduce** the amount of the applicant's maximum grant award under this program.

- b. Eligible geographic area: Nassau County
- c. **Program Eligibility:** NDC will administer the Program in compliance with:
  - (1) CDBG Regulations at 24CFR 570.203 Special economic development activities
  - (2) CDBG National Objective of Urgent Need as detailed at 24CFR 570.208(c)
  - (3) CDBG Public Benefit Standard NDC will administer the Program in compliance with 24CFR 570.209 Guidelines for evaluating and selecting economic development projects. It is noted that in accordance with the Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs as published in the Federal Register on August 20, 2020, the aggregate public benefit standard referenced at 24CFR 570.209 has been waived because "Given the clear benefit derived from addressing economic disruptions due to coronavirus, CDBG-CV grantees can adequately demonstrate public benefit based on the individual public benefit standards". The individual public benefit standard limit for activities funded with CDBG-CV assistance has been increased to \$85,000 per full-time equivalent, permanent job created or retained. This standard will be met with the retention of one low income job by each business as each grant will be a maximum of \$10,000.00.
  - (4) Allocation of Grant Funds: Applications for funding under the RRGP will be considered in the order received. NDC will support outreach efforts to encourage Minority and Women Owned Business (M/WBE) participation. NDC will make its best effort to work with applicants to ensure all documentation required to make the application complete is received in a timely fashion.

#### d. General Requirements:

NDC will market the availability of funds, manage the application process and distribute funds in accordance with program policies and procedures to be mutually

agreed upon by NDC and NC OCD. In matters of disagreement, NC OCD will make the sole and final determination of program requirements.

- 5. Under the terms of this Agreement Nassau County will issue funds sufficient to issue approved grants upon receipt from NDC of a signed grant agreement between NDC and the approved business(es). Funds may be advanced to the NDC as per the requirements of Paragraph 5 of this Agreement. Any advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.
- 6. Nassau County will advance funds to the NDC in the amount of \$500,000.00, to capitalize the RRGP. The advance will be authorized upon receipt by NC OCD of an in-take list of a minimum of 100 grant applications received by NDC. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.
- 7. Payment of Project Delivery Expenses: Under the terms of this Agreement, Nassau County will pay NDC a fee equal to 10% of the total RRGP fund. The total fee shall not exceed \$250,000.00. The fee is to be paid upon receipt from NDC of evidence demonstrating actual grants issued to eligible businesses.

# Nassau County Main Street Recovery Grant Program (MSRGP) CDBG-CV Budget:

\$938,943.00

8. Utilizing CARES Act funds allocated to Nassau County under the Community Development Block Grant Coronavirus (CDBG-CV) Program, NDC shall administer the Main Street Recovery Grant Program (MSRGP) for eligible businesses located within Nassau County that experienced financial hardship due to COVID-19 and that are in need of financial assistance.

#### a. Maximum grant amount: \$10,000

for eligible working capital expenses, Nassau County OCD will make the sole and final determination of program requirements.

Any CARES Act small business funding previously received by the applicant from Nassau County or any local municipalities **will reduce** the amount of the applicant's maximum grant award under this program.

Any previously received PPP funding **will not reduce** the amount of the applicant's maximum grant award under this program.

- b. Eligible geographic area: Nassau County
- c. **Program Eligibility:** NDC will administer the Program in compliance with:
  - (5) CDBG Regulations at 24CFR 570.203 Special economic development activities
  - (6) CDBG National Objective of Urgent Need as detailed at 24CFR 570.208(c)
  - (7) CDBG Public Benefit Standard NDC will administer the Program in compliance with 24CFR 570.209 Guidelines for evaluating and selecting economic development projects. It is noted that in accordance with the

Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs as published in the Federal Register on August 20, 2020, the aggregate public benefit standard referenced at 24CFR 570.209 has been waived because "Given the clear benefit derived from addressing economic disruptions due to coronavirus, CDBG–CV grantees can adequately demonstrate public benefit based on the individual public benefit standards". The individual public benefit standard limit for activities funded with CDBG-CV assistance has been increased to \$85,000 per full-time equivalent, permanent job created or retained. This standard will be met with the retention of one low income job by each business as each grant will be a maximum of \$10,000.00.

(8) Allocation of Grant Funds: Applications for funding under the MSRGP will be considered in the order received. NDC will support outreach efforts to encourage Minority and Women Owned Business (M/WBE) participation. NDC will make its best effort to work with applicants to ensure all documentation required to make the application complete is received in a timely fashion.

#### d. General Requirements:

NDC will market the availability of funds, manage the application process and distribute funds in accordance with program policies and procedures to be mutually agreed upon by NDC and NC OCD. In matters of disagreement, NC OCD will make the sole and final determination of program requirements.

- 9. Nassau County will advance CDBG-CV funds to the NDC in the amount of \$500,000.00, to capitalize the MSRGP. The advance will be authorized upon receipt by NC OCD of an in-take list of a minimum of 50 grant applications received by NDC. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.
- 10. Payment of Project Delivery Expenses: Under the terms of this Agreement, Nassau County will pay NDC a fee equal to 10% of the total MSRGP fund. The fee is to be paid upon receipt from NDC of evidence demonstrating actual grants issued to eligible businesses.

# Nassau County Main Street Recovery Grant Program (MSRGP) ARPA FRF Budget:

\$10,000,000.00

11. Utilizing Coronavirus State & Local Fiscal Recovery Funds (FRF) allocated to Nassau County under the American Rescue Plan Act (ARPA), NDC shall administer the MSRGP for eligible businesses located within Nassau County that experienced financial hardship due to COVID-19 and that are in need of financial assistance.

#### a. Maximum grant amount: \$10,000

for eligible working capital expenses, Nassau County OCD will make the sole and final determination of program requirements.

- b. Eligible geographic area: Nassau County
- c. **Program Eligibility:** NDC shall administer the Program in compliance with:
  - (9) Eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA,
  - (10) All applicable provisions of Title 2 C.F.R. 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards.
  - (11) Allocation of Grant Funds: Applications for funding under the MSRGP will be considered in the order received. NDC will support outreach efforts to encourage Minority and Women Owned Business (M/WBE) participation. NDC will make its best effort to work with applicants to ensure all documentation required to make the application complete is received in a timely fashion.
  - (12) All other applicable federal and County Program and ARPA requirements.

#### d. General Requirements:

NDC will market the availability of funds, manage the application process and distribute funds in accordance with program policies and procedures to be mutually agreed upon by NDC and NC OCD. In matters of disagreement, NC OCD will make the sole and final determination of program requirements.

- 12. Under the terms of this Agreement Nassau County will issue funds sufficient to issue approved grants upon receipt from NDC of a signed grant agreement between NDC and the approved business(es). Funds may be advanced to the NDC as per the requirements of Paragraph 5 of this Agreement. Any advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.
- 13. Nassau County will advance ARP funds to the NDC in the amount of \$500,000.00, to capitalize the MSRGP. The advance will be authorized upon receipt by NC OCD of an in-take list of a minimum of 50 grant applications received by NDC. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.

- 14. Payment of Project Delivery Expenses: Under the terms of this Agreement, Nassau County will pay NDC a fee of no more than 10% of the total MSRGP fund. The fee is to be paid upon receipt from NDC of evidence demonstrating actual grants issued to eligible businesses.
- 15. **REPORTING**: NDC is to provide quarterly reports of work assignments and progress relating to assigned work which is to include the following information
  - a. **Project Name:** This will identify the specific project, community or organization served by Nassau OCD
  - b. **Services:** Report of services will include a brief description of the project and service provided.
  - c. **Eligibility**: Statement as to whether the activity was eligible under HOME or CDBG and the basis for such eligibility.

# **Additional Coordination Activities CDBG/HOME Budget:**

\$400,000.00

The subrecipient is also responsible for the following activities to ensure programs are coordinated with the recipient and all grant programs being administered jointly between the two.

- 16. Assistance to the County in the design, implementation and monitoring of the financial elements of capital improvement plans and physical development of such projects as may be referred to Subrecipient by OCD or Nassau County. These services will include an overall evaluation of all funding sources presently available to the County, including internally generated funds, debt financing, leasing, federal or state grants, federal or state tax credit programs, private sources and various combinations of all those sources.
- 17. Review and evaluate projects being considered by OCD and/or Nassau County for economic and housing development assistance. Activities may include:
  - a. Evaluating sponsor/developer experience and capacity
  - b. Financial review and structuring of deals
  - c. Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
  - d. Advice on tax credit equity sources, requirements and structuring
  - e. Identification of other funding sources when required
  - f. Assistance with development issues during pre-development and development stages
  - g. Advice on program regulation issues.
- 18. Provide technical support and/or financial analysis to OCD and/or Nassau County with respect to its economic and housing development program proposals.
- 19. Provide technical assistance and advocacy in the County's efforts to seek

funding and/or leverage existing resources through governmental programs including, but not limited to:

- a. Federal Resources
  - (1) Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.
  - (2) HUD Section 108 loans,
  - (3) U.S. Community Development Financial Institution (CDFI) Fund
  - (4) U.S. Department of Commerce Economic Development Administration.
  - (5) U.S. Environmental Protection Agency Brownfields Program, including Targeted Assessments, the Supplemental Pilot Program and the Brownfields Revolving Loan Fund.
  - (6) U.S. Small Business Administration Section 7(a), Section 504 and Microenterprise programs.
  - (7) New Markets Tax Credits.
  - (8) Opportunity Zone Funding
- b. State of New York Resources
  - (1) Empire State Development Corporation (ESDC).
  - (2) New York Science Technology and Research (NYSTAR)
  - (3) New York State Homes and Community Renewal (HCR)
  - (4) New York State Department of Environmental Conservation
  - (5) Other: Federal Home Loan Bank Affordable Housing Program and Community Investment Program.
- 20. Review the OCD and/or County's established economic development and/or housing development programs, including but not limited to:
  - a. Section 108 Loan Guarantee Program
  - b. Community Development Block Grant (CDBG) Program
  - c. HOME Investment Partnerships (HOME) Program

Such review will address the following items:

- (1) Eligibility criteria
- (2) Developer capacity
- (3) Underwriting criteria
- (4) Program documents
- (5) Internal administration of application and approval processes
- 21. Establish the County's participation in "HEDC New Markets," a designated Community Development Entity (CDE) through which New Markets Tax Credits (NMTC) will flow to investors of qualified community development projects that benefit low- to moderate-income people in Nassau County.
- 22. Provide the County with other related economic and housing development services. alone and/or via authorized sub-subrecipients, including but not limited to the NDC Community Impact Loan Fund. These services may include, but are not

#### limited to:

- a. Establishing a joint venture program between Nassau County and Subrecipient for industrial and commercial development projects through Community Development Group, Inc. (CDG)
- b. Establishing the OCD's and/or the County's participation in Subrecipient's 501(c)(3) Bond and Donation Program
- c. Establishing the OCD's and/or the County's participation in Subrecipient's Corporate Equity Fund, a syndicated investment pool that provides equity to eligible projects with housing and historic tax credits
- d. Establishing the OCD's and/or the County's participation in other programs developed and introduced by Subrecipient
- e. Organize and conduct conferences and training sessions with County employees, municipal subrecipients and current or potential subrecipients, including: instruction, materials, marketing, space rental and other costs incidental to such programs
- 23. Assist the OCD and/or the County in establishing and/or administering a self-sustaining economic development loan pool for County businesses referred for consideration by OCD and/or the County which will satisfy all applicable US SBA requirements and regulations
- 24. Subrecipient will evaluate the existing Section 108 Program and the current loans in the County's portfolio, and provide advice and assistance as needed, including, but not limited to: discussions with HUD staff regarding program reporting and closeout of open loans
- 25. At the County's election, NDC will provide four (4) scholarships to be used by County staff for attendance in NDC's Economic Development Finance Professional Certification Training Program or provide "in-house" staff training for County personnel.
- 26. ASSIGNMENTS: OCD Director will prioritize assignments and provide regular assignments and inquiries to NDC.
- 27. PAYMENT: NDC will be paid for Additional Coordination Activities related to technical assistance with the planning and delivery of CDBG and HOME activities on a retainer basis. Payment is not to exceed \$400,000.00 for the first four years of the agreement, payable as \$25,000 per quarter.





#### NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501

Website: http://www.nassaucountyny.gov/agencies/OCD/index.php

**MEMORANDUM TO:** Nassau County Comptroller's Office

**FROM:** Kevin Crean, Director

**SUBJECT:** Allocation of Community Development Block (CDBG) Program

Funds, HOME Investment Partnerships (HOME) Program Funds and

Emergency Solutions Grants (ESG) Program Funds

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD).

The Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program, and Emergency Solutions Grant Program regulations allow for funding directly to subrecipients to undertake eligible activities. Funding under the attached contract is awarded in compliance with these regulations through a formal application process initiated by OCD. Funding is determined by a committee and approved by the Nassau County Legislature and HUD through the Nassau Urban County Consortium Annual Action Plan. There is no procurement or competitive bid involved as these are Federal Pass Through dollars.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2021

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).

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	hur J. Gallagher Risk Management	Serv	ices,	Inc.	NAME:	Joy Lewis	7040	FAX		
P.0	D. Box 367		,			Ext): 206-566		(A/C, No):		
Ве	levue WA 98009-0367				ADDRES	s: Joy_Lewi				
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inst Na	tional Development Council				INSURE	кв: Chubb In	demnity Insu	rance Company		12777
On	e Battery Park Plaza, Suite 710				INSURE	RC:				
	Whitehall Street w York NY 10004				INSURE	RD:				
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LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT		
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR			35336064		5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000 \$ 1,000	
								MED EXP (Any one person)	\$ 10,00	0
								PERSONAL & ADV INJURY	\$1,000	,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000	,000
	POLICY PRO- X LOC							PRODUCTS - COMP/OP AGG	\$2,000	,000
	OTHER:								\$	
Α	AUTOMOBILE LIABILITY			73512244		5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY HIRED X NON-OWNED							BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X UMBRELLA LIAB X OCCUR			79698760		5/1/2021	5/1/2022	EACH OCCURRENCE	\$ 10,00	0,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 10,00	0,000
	DED X RETENTION\$ 10,000								\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71656165		5/1/2021	5/1/2022	X PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$1,000	,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$1,000	,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000	,000
DES	L CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	e, may be	attached if more	space is require	ed)		
	ssau County is Additional Insured for Ge									
CF	RTIFICATE HOLDER				CANO	ELLATION				
					J. 1.10					
	Nassau County Office of F	lousi	na &	Intergovernmental	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E BY PROVISIONS.		

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Affairs

USA

40 Main Street, 3rd Floor Hempsted NY 11550

AUTHORIZED REPRESENTATIVE

#### CHUBB.

### Liability Insurance

#### Endorsement

Policy Period

MAY 1, 2021 To May 1, 2022

Effective Date

MAY 1, 2021

Policy Number

35336064

Insured

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT INC. DBA NATIONAL

Name of Company

FEDERAL INSURANCE COMPANY

Date Issued

**APRIL 15,201**9

This Endorsement applies to the following forms:

#### GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

#### Who is An insured

eccessors

Additional Insured -Scheduled Person Or Organization Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance
  applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



#### CHUBB.

### Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

#### **Conditions**

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

#### Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative



LAURA CURRAN COUNTY EXECUTIVE



KEVIN J. CREAN DIRECTOR

# COUNTY OF NASSAU OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501 (516) 571-0200

www.nassaucountyny.gov/1524/Office-of-Housing-and-Community-Developm

MEMORANDUM TO: Robert Cleary, Chief Procurement Officer

FROM: Kevin Crean, Director

RE: Community Development Block Grant Coronavirus (CDBG-CV) and Emergency

Solutions Grant Coronavirus (ESG-CV) Contract Delay Memo

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidated Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD).

On March 27, 2020 the United States Congress passed The Coronavirus Aid, Relief, and Economic Security ("CARES") Act (H.R. 748). The bill provided \$5 billion for CDBG to rapidly respond to the coronavirus pandemic (COVID-19) and the economic and housing impacts caused by it, including activities to prevent, prepare for, and respond to COVID-19.

Nassau County will receive \$12,775,244 in CARES Act funding including \$8,525,089 in Community Development Block Grant – Coronavirus (CDBG–CV) funding and \$4,250,155 in Emergency Solutions Grant – Coronavirus (ESG-CV) funding. A Substantial Amendment to the FY 2019-2020 Annual Action Plan is required by HUD to report on the activities the OCD will fund with these additional resources.

HUD allows for subrecipients to incur costs prior to receiving funding agreements as per letter from HUD Acting Assistant Secretary, John Gibbs dated April 2, 2020 and states the following:

"The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date."

This organization had to begin incurring costs to respond to the coronavirus prior to final contract review and approval to support the urgent needs of the communities in Nassau County responding to the unprecedented pandemic.

Certified: 18-DEC-20 -- BFOX



### NIFS ID:CLHI20000015 Department: Housing and Intergovernmental

### Capital:

SERVICE: CDBG-CV AND HOME SERVICES

Contract ID #:CQHI20000017 NIFS Entry Date: 04-DEC-20 Term: from 01-APR-19 to 31-MAR-22

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: National Development	Vendor ID#: 13-6532871
Council	
Address: 1 Battery Park Plaza,	Contact Person: Janet Thomas
Suite 710	
24 Whitehall St.	
New York, NY 10004	
	Phone: 212-682-1106

Department:
Contact Name: Theresa Dukes
Address: 1 West Street, Suite 365
Mineola, NY 11501
Phone: 516-572-1924

## **Routing Slip**

Department	NIFS Entry: X 07-DEC-20 TDUKES			
Department	NIFS Approval: X	07-DEC-20 TDUKES		
DPW	Capital Fund Approved:	Capital Fund Approved:		
ОМВ	NIFA Approval: X	09-DEC-20 IQURESHI		
ОМВ	NIFS Approval: X 07-DEC-20 SDEW			
County Atty.	Insurance Verification: X 07-DEC-20 AAMATO			

County Atty.	Approval to Form: X	07-DEC-20 DMCDERMOTT
СРО	Approval: X	09-DEC-20 KOHAGENCE
DCEC	Approval: X	09-DEC-20 JCHIARA
Dep. CE	Approval: X	10-DEC-20 ETSIMIS
Leg. Affairs	Approval/Review: X	10-DEC-20 JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy: X	17-DEC-20 JSCHOEN
NIFA	NIFA Approval:	

### **Contract Summary**

**Purpose:** Purpose: Administering CDBG-CV Program activities and providing CDBG-CV eligible Services satisfactory to the County and consistent with any standards required as a condition for providing CDBG-CV funds.

**Method of Procurement:** Method of Procurement:

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development.

**Procurement History:** CDBG-CV Regulations allow for the funding directly to subrecipients to undertake eligible activities (24 CFR Part 570.503). Funding under the attached contract is awarded in compliance with these regulations through a formal application process initiated by OCD.

**Description of General Provisions:** Activities will include: Community or Non-Profit will undertake CDBG-CV eligible activities listed in contract.

Impact on Funding / Price Analysis: None ¿ 100% Federally Funded.

**Change in Contract from Prior Procurement:** N/A

Recommendation: (approve as submitted) Approve as Submitted

### **Advisement Information**

BUDGET CODES				
Fund:	GRT			
Control:	HI			
Resp:	85C2			
Object:	500			
Transaction:	103			
Project #:				
Detail:				

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 2,500,000.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00

LINE	INDEX/OBJECT CODE	AMOUNT
4	DEERC	\$ 2,500,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00

RENEWAL	TOTAL \$ 2,500,000.00	TOTAL \$ 2,500,000.00
%		Ψ 2,000,000.00
Increase		
%		
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RENEWAL	TOTAL \$ 2,500,000.00	TOTAL \$ 2,500,000.00
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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: National Development Council
CONTRACTOR ADDRESS: 1 Battery Pk. Plaza, 24 Whitehall St. Ste 710, NY NY 10004
FEDERAL TAX ID #: 13-6532871
<ul> <li>Instructions: Please check the appropriate box ("□") after one of the following roman numerals, and provide all the requested information.</li> <li>I. □ The contract was awarded to the lowest, responsible bidder after advertisement</li> </ul>
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 to interested parties and by publication on the County procurement website.
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:
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. I This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 15 2020
removal of extension pursuant to the contract, or an amendment within the scope of the contract or RFI
(copies of the relevant pages are affached) The original contract
after an RFP was issued on February 12, 2019. One proposal was received due to the nature of the services.
procurement method in DED 41
of the contractor's performance for any contract to be renewed or extended. If the contract to be renewed or extended of the contract to be renewed or extended.
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. If 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.
within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section required through an inter-municipal agreement.	
VI.   This is a human services contract of competitive process has not been initiated. It for entering into this contract without conducting a contract of initiate a competitive process for the future at the vendor has previously provided services to the contract vendor's performance. If the contractor has not receive explain why the contractor should nevertheless be permitted.	Attached is a memorandum that explains the reasons ompetitive process, and details when the department ward of these services. For any such contract, where unty, attach a copy of the most recent evaluation of eived a satisfactory evaluation, the department must
In certain limited circumstances, conducting a conevaluations may not be possible because of the nature compelling need to continue services through the sexplanation of why a competitive process and/or performance.	e of the human services program, or because of a same provider. In those circumstances, attach an
VII.   This is a public works contract for the or surveying services. The attached memorandum with Board of Supervisors' Resolution No. 928 of 199 Statements of Qualifications & Performance Data, and firms.  Instructions with respect to Sections VIII, IX and X: A Then, check the box for either IX or X, as applicable. VIII.   Participation of Minority Group Mc Contracts. The selected contractor has agreed that it MWBE sub-contractors. Proof of the contractual utilizating be requested at any time, from time to time, by the	provides details of the department's compliance 3, including its receipt and evaluation of annual districtions with the most highly qualified All Departments must check the box for VIII.  Embers and Women in Nassau County has an obligation to utilize best efforts to hire ation of best efforts as outlined in Exhibit "EE"
IX. Department MWBE responsibilities. To as outlined in Exhibit "EE", Department will requirements prior to submission of the first claim vesubmitted to the Comptroller.	nire vendor to submit list of sub-contractor
X. 🗆 Vendor will not require any sub-contrac	tors.
In addition, if this is a contract with an individual or with an entity criteria set forth by the Internal Revenue Service, Revenue Ruling Normptroller's Memorandum, dated February 13, 2004, concerning contractor would not be considered an employee for federal tax purp	o. 87-41, 1987-1 C.B. 296, attached as Appendix A to the independent contractors and employees indicates that the losses.
a	Levi J Clean Department Head Signature
	I2/3/2020
	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 X If yes, to what campaign co	mmittee?
signatory of the firm for the purpose of executing Contracts	
his/her knowledge, true and accurate.  The undersigned further certifies and affirms that the contri	ad and understood the foregoing statements and they are, to bution(s) to the campaign committees identified above were
made freely and without duress, threat or any promise of a remuneration.	
Electronically signed and certified at the date and time indi- Janet Thomas [JTHOMAS@NDCONLINE.ORG]	cated by:
Dated:11/17/2020 12:40:38 PM	Vendor: National Development Council
	Title: Deputy Chief Financial Officer



#### **COUNTY OF NASSAU**

#### LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

IV/A
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
No
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.  None
<ol> <li>The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:</li> </ol>
None
6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the

client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

Rev. 3-2016

NI/A

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?  YES NO X If yes, to what campaign committee? If none, you must so state:			
I also ur Attorney VERIFIC stateme	ed on the County's website.	er, employment or designation swears that he/she has reacture and accurate.  the contribution(s) to the car	mpaign committees listed above were
remune		anne er a gerennnental zen	one of an oxiditating for any portone of
	ically signed and certified at the date and nomas [JTHOMAS@NDCONLINE.ORG]	I time indicated by:	
Dated:	11/17/2020 02:36:41 PM	Vendor:	National Development Council
		Title:	Deputy Chief Financial Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or ratemaking proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

Rev. 3-2016

## PRINCIPAL QUESTIONNAIRE FORM

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

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

Date of birth: 01/03/1980 Home address: 658 N Country Club Rd City: Brevard State/Province/Territory: NC Zip/Postal Co Country: US  Business Address: 24 Whitehall Street, Suite 710 City: New York State/Province/Territory: NY Zip/Postal Co Country US Telephone: (212) 682-1106  Other present address(es): 35 West Probart Street, Suite E City: Brevard State/Province/Territory: NC Zip/Postal Co Country: US Telephone: (828) 553-6107  List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable)  President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other)  Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details.  Within the past 3 years, have you been a principal owner or officer of any business or notforgother than the one submitting the questionnaire? YES X NO If Yes, provide details.	
City: Brevard US  Business Address: 24 Whitehall Street, Suite 710  City: New York State/Province/Territory: NY Zip/Postal Co County: US  Telephone: (212) 682-1106  Other present address(es): 35 West Probart Street, Suite E  City: Brevard State/Province/Territory: NC Zip/Postal Co Country: US  Telephone: (828) 553-6107  List of other addresses and telephone numbers attached  Positions held in submitting business and starting date of each (check all applicable)  President Treasurer Shareholder  Chief Exec. Officer Secretary  Chief Pinancial Officer  Vice President (Other)  Do you have an equity interest in the business submitting the questionnaire?  YES NO X If Yes, provide details.  Are there any outstanding loans, guarantees or any other form of security or lease or any other contribution made in whole or in part between you and the business submitting the questionnaire?  Within the past 3 years, have you been a principal owner or officer of any business or notforgother than the one submitting the questionnaire?	
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	John Organiza
TES   X   NO     II Tes, provide details.	
NDC Housing and Economic Development Corp - CFO. This is a related subsidiary of the organic	41

	submitting the questionnaire,
	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the pas 3 years while you were a principal owner or officer?  YES NO X If Yes, provide details.
sult	: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you more space, photocopy the appropriate page and attach it to the questionnaire.
	In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section in which you have been a principal owner or officer:  a. Been debarred by any government agency from entering into contracts with that agency?  YES NO X If yes, provide 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.  Been suspended by any government agency from entering into any contract with it; and/or is any action
	pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  YES NO X If yes, provide 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

ın	ıtıa	ted?	

a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
d.	an element of which relates to truthfulness or the underlying facts of which related to the conduct of
d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crir an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
d.	an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action
	an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
d. e.	an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide an explanation of the circumstances and corrective action

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you

Rev. 3-2016

In addition to the information provided, in the past 5 years has any business or organization listed in respons to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any oth type of investigation by any government agency, including but not limited to federal, state, and local regulato agencies while you were a principal owner or officer?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  In the past 5 years, have you or this business, or any other affiliated business listed in response to Question had any sanction imposed as a result of judicial or administrative proceedings with respect to any profession license held?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal.	prosecut to activiti	ting or investigativ	ve agency and/or the sub for, or on behalf of the s 5?	or a civil anti-trust investigation by any federal, state or local abject of an investigation where such investigation was related submitting business entity and/or an affiliated business listed explanation of the circumstances and corrective action taken
had any sanction imposed as a result of judicial or administrative proceedings with respect to any profession license held?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal	to Questi type of in agencies	ion 5, been the survestigation by an were a	ubject of a criminal inves ny government agency, i a principal owner or offic	stigation and/or a civil anti-trust investigation and/or any otl including but not limited to federal, state, and local regulato cer?
	had any s license h	sanction imposed	l as a result of judicial or	r administrative proceedings with respect to any profession
state or local taxes or other assessed charges, including but not limited to water and sewer charges?			ave you failed to file any	y required tax returns or failed to pay any applicable federa

470	reby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may res	
any affiliated entities non-responsible, and, in addition, may subj	ect me to criminal charges.
I, Adam Ennis , her items contained in this form; that I supplied full and complete and knowledge, information and belief; that I will notify the County in after the submission of this form; and that all information supplied information and belief. I understand that the County will rely on the inducement to enter into a contract with the submitting business	writing of any change in circumstances occurring d by me is true to the best of my knowledge, he information supplied in this form as additional
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDU	JLENTLY MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMIT	
WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, A	ND, IN ADDITION, MAY SUBJECT THE PERSON
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indicated	by:
Adam Ennis [AENNIS@NDCONLINE.ORG]	
050	
CFO	
Title	
11/12/2020 01:13:08 PM	
Date	

### PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

Date of birth						
Home addre	ss: 189 Bridg	e Street, Apt 3B				
City:	Brooklyn	Sta	ate/Province/Territory:	NY	Zip/Postal Code;	_1120
Country:	US					
Business Ad	dress:		rk Plaza, Suite 710		(*)	
City:	New York	Sta	ate/Province/Territory:	NY_	_ Zip/Postal Code:	_1000
Country	US					
Telephone:	2126821106					
Other preser	nt address(es):	One Battery Pa	rk Plaza, Suite 710			_
City:	New York	Sta	ate/Province/Territory:	NY	Zip/Postal Code:	_1000
Country:	US					
Telephone:	2126821106					
President Chairman of Chief Exec. (			Treasurer Shareholder Secretary		01/1984	
				-		
Chief Financ			Partner			
vice Preside				14		
Vice Preside (Other)						
(Other)	an equity intere	et in the husiness	submitting the guestion	nnaire?		
(Other)	an equity intere	st in the business If Yes, provide d	submitting the question	nnaire?		
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(Other) Do you have				nnaire?		
(Other) Do you have YES	NO X	If Yes, provide d	etails.			ne of
Other)  Oo you have YES  Are there an	NO X	If Yes, provide d	etails.	urity or	lease or any other ty	pe of
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Other)  Oo you have YES  Are there an	NO X	If Yes, provide d	etails. r any other form of sec you and the business s	urity or	lease or any other ty	pe of
Other)  Oo you have YES  Are there any contribution is	NO X y outstanding lo	If Yes, provide de la	etails. r any other form of sec you and the business s	urity or	lease or any other ty	pe of
Other)  Oo you have YES  Are there any contribution is	NO X y outstanding lo	If Yes, provide de la	etails. r any other form of sec you and the business s	urity or	lease or any other ty	pe of
Other)  Oo you have YES  Are there any contribution of YES	y outstanding lo	If Yes, provide deans, guarantees or in part between your lif Yes, provide dean to the second	etails. r any other form of sec you and the business s etails.	urity or ubmittii	lease or any other tyng the questionnaire?	( )
Other)  Oo you have YES  Are there any contribution in YES  Within the particular in	y outstanding lomade in whole on NO X	If Yes, provide deans, guarantees of r in part between you been a prince	r any other form of sec you and the business s etails.	urity or ubmittii	lease or any other tyng the questionnaire?	( )
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		NO	X	If Yes, provide details.
of an	y action take	en by a	a gove	quired below whether the sanction arose automatically, by operation of law, or a ernment agency. Provide a detailed response to all questions checked "YES". If ppropriate page and attach it to the questionnaire.
				you and/or any affiliated businesses or not-for-profit organizations listed in Secti rincipal owner or officer:
a.	Been de YES _ taken.		l by an	ny government agency from entering into contracts with that agency?  X If yes, provide an explanation of the circumstances and corrective action
b.	Been de cancelle YES	d for ca	in defa ause? NO	fault and/or terminated for cause on any contract, and/or had any contracts  X If yes, provide an explanation of the circumstances and corrective actio
	taken.			in you, provide an explanation of the endamental controlled determined
c.				ard of a contract and/or the opportunity to bid on a contract, including, but not
c.		, failur		ard of a contract and/or the opportunity to bid on a contract, including, but not neet pre-qualification standards?  X If yes, provide an explanation of the circumstances and corrective actio
c.	limited to	, failur	e to m	neet pre-qualification standards?
c.	limited to YES taken.  Been suspending	spende	ed by a	neet pre-qualification standards?
	limited to YES taken.	spende	ed by a	meet pre-qualification standards?  X If yes, provide an explanation of the circumstances and corrective action any government agency from entering into any contract with it; and/or is any action and contract with a

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?

a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you?  YES NO X 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 can element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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 X If yes, provide an explanation of the circumstances and corrective activates.

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?

to Qu type o	ition to the information provided, in the past 5 years has any business or organization listed in responsestion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other finvestigation by any government agency, including but not limited to federal, state, and local regulateries while you were a principal owner or officer?
YES	NO X If yes, provide an explanation of the circumstances and corrective action taken
In the	past 5 years, have you or this business, or any other affiliated business listed in response to Question
	ny sanction imposed as a result of judicial or administrative proceedings with respect to any profession the held?  NO X If yes, provide an explanation of the circumstances and corrective action taken

I, Gertrude Scriven , 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, Gertrude Scriven , 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.
NDC
Name of submitting business
Electronically signed and certified at the date and time indicated by:  Gertrude Scriven [GSCRIVEN@NDCONLINE.ORG]
director
Title
11/12/2020 01:04:52 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

Da	incipal Name		Bongartz					
	ate of birth:	-	3/1954					
	me address	-	Box 1407					
City	_		ter Center	State/Pro	ovince/Territory: <u>V</u>	<u>T</u> .	Zip/Postal Code:	05255
Со	ountry:l	US						
	ısiness Addr	ess:	24 Whit	tehall Street				
City	_	New York	(	State/Pro	ovince/Territory: N	Υ	Zip/Postal Code:	10004
		US						
Tel	lephone: _2	212-682-	1106					
Oth	her present	address(e	es): N/A					
City	.y:			State/Pro	ovince/Territory:		Zip/Postal Code:	
Co	untry:							-
Tel	lephone:							
Pre	esident			nd starting da	te of each (check al	l applic	able)	
	airman of Bo		02/10/2020		Shareholder	00/01	/0.0.0.T	
	ief Exec. Of				Secretary	06/01	/2005	
	ilef Financial ce President		-		Partner	_		
	ther)		-					
(01	iner)							
					itting the questionna	ire?		
YE:	S	NO	X If Yes, pr	rovide details.				
15								
16								
IE.								
Are					other form of security			
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Are	ntribution ma	ade in wh		etween you an	nd the business subr			
Are	ntribution ma	ade in wh	ole or in part be	etween you an	nd the business subr			
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Are	ntribution ma	ade in wh	ole or in part be	etween you an	nd the business subr			
Are con	ntribution ma	NO Signature 1	ole or in part be X If Yes, pr	etween you an rovide details.	nd the business subr	mitting	the questionnaire	è? 
Are con	thin the past	NO Signature 1	ole or in part be  X If Yes, pr  have you been hitting the quest	etween you an rovide details.	nd the business subr	mitting	the questionnaire	è? 

	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past ars while you were a principal owner or officer?  NO X If Yes, provide details.
of any	affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a y action taken by a government agency. Provide a detailed response to all questions checked "YES". If you space, photocopy the appropriate page and attach it to the questionnaire.
	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 hich you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO X If yes, provide 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.
	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 X If yes, provide an explanation of the circumstances and corrective action taken.
h	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7

Rev. 3-2016

initiated?

_	
a.	Is there any felony charge pending against you?  YES  NO  X  If yes, provide an explanation of the circumstances and corrective action
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	anon,
b.	Is there any misdemeaner charge pending against you?
υ.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action
	taken.
c.	Is there any administrative charge pending against you?
	YES NO X 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 cr
u.	an element of which relates to truthfulness or the underlying facts of which related to the conduct of
	business? Y
	YES NO X 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?
C.	YES NO X If yes, provide an explanation of the circumstances and corrective action
0.	taken.
0.	
0.	
<b>C</b> .	
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges?
	YES NO X If yes, provide an explanation of the circumstances and corrective action
	YES NO X If yes, provide an explanation of the circumstances and corrective action

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?

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		•	•	•	•	_	zation listed in re stigation and/or a	
type of	nvestigation t	oy any gove	rnment agency,	including bu			ate, and local re	
agencie YES			pal owner or off		f the aircuma	topooo ond	corrective action	ء اماد
150	NO	X   II )	es, provide an e	explanation	Title circums	tances and	corrective action	i take
	sanction imp	osed as a r	esult of judicial	or administra	tive proceedi	ngs with res	response to Qu spect to any prof corrective action	essio

I, Seth Bongartz , 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.
Seth Bongartz , 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 TALSE STATEMENT TO STANKARE STRATEGES.
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Seth Bongatz [SETHBONGARTZ2@GMAIL.COM]
Chairman of the Board
Title
11/12/2020 11:36:57 AM
Date

### PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

Date of birth:	e: Daniel Marsh III			
	04/20/1951			
Home address		Ctata/Danisings/Togriton/	MA Zip/Postal Cod	le: 02649
-	Mashpee	State/Province/Territory:	Zip/Postal Coc	le. <u>02049</u>
Country:	US			
Business Add		ery Park Plaza, 24 Whitehall		00040
_	New York	State/Province/Territory:	NY Zip/Postal Cod	le: 02649
_	US			
Telephone:	(212) 682-1106			
Other present	address(es):			====
City:		State/Province/Territory:	Zip/Postal Cod	le:
Country:				
Telephone:				
List of other a	idresses and telephone n	umbers attached		
	·			
Positions held	in submitting business an	nd starting date of each (chec	ск ан аррисавіе)	
President	01/01/2017	Treasurer		
Chairman of E	oard	Shareholde	r	
Chief Exec. O	ficer	Secretary Secretary		
Chief Financia	Officer	Partner		
Vice Presiden				
(Other)	<del>-</del>			
Do you hove (	on equity interest in the hu	siness submitting the question	onnaire?	
YES YES		ovide details.	nii ai o i	- 22
TES	140 X 11 100, pre	211GO GOTANO		12.0
			ourity or lease or any other	
	tata adia a loopo guesor	stock or any other form of see		r type of
Are there any	outstanding loans, guarar	ntees or any other form of se-	submitting the guestionna	er type of aire?
contribution m	ade in whole or in part be	tween you and the business	submitting the questionna	er type of aire?
contribution m	ade in whole or in part be	tween you and the business	submitting the questionna	er type of aire?
Are there any contribution m	ade in whole or in part be	ntees or any other form of sectiveen you and the business ovide details.	submitting the questionna	er type of aire?
contribution m	ade in whole or in part be NO X If Yes, pro	tween you and the business ovide details.	submitting the questionna	aire?
contribution m	ade in whole or in part be NO X If Yes, pro	tween you and the business ovide details.	submitting the questionna	aire?
YES Within the pas	ade in whole or in part be  NO X If Yes, pro  t 3 years, have you been	tween you and the business ovide details.  a principal owner or officer o	submitting the questionna	aire?
Within the pas	ade in whole or in part be  NO X If Yes, pro  t 3 years, have you been one submitting the questi	tween you and the business ovide details.  a principal owner or officer o ionnaire?	submitting the questionna	aire?
YES Within the pas	ade in whole or in part be  NO X If Yes, pro  t 3 years, have you been one submitting the questi	tween you and the business ovide details.  a principal owner or officer o	submitting the questionna	aire?

YES	NO X If Yes, provide details.
t of any	affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a vaction taken by a government agency. Provide a detailed response to all questions checked "YES". If your space, photocopy the appropriate page and attach it to the questionnaire.
In th in wl	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section nich you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO X If yes, provide 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 X 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 NOX 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

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?

a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES NO X 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 of an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  YES NO X If yes, provide an explanation of the circumstances and corrective activaten.
e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO X If yes, provide an explanation of the circumstances and corrective activates.
f,	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO X If yes, provide an explanation of the circumstances and corrective actitaken.

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?

to Que	stion 5, beer	the sub	n provided, in the past 5 years has any business or organization listed in response eject of a criminal investigation and/or a civil anti-trust investigation and/or any othe government agency, including but not limited to federal, state, and local regulator
agenc	_		principal owner or officer?
YES	NO	X	If yes, provide an explanation of the circumstances and corrective action taken.
			ou or this business, or any other affiliated business listed in response to Question t

I, Daniel Marsh III , 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, Daniel Marsh III , 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.
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by: Daniel Marsh III [DMARSH@NDCONLINE.ORG]
President & CEO
Title
07/07/2020 02:42:03 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:	_11/1	7/2020	
1)	Proposer's	s Legal Name: National Council for Community Development 24	Whitehall St
2)	Address	of Place of Business: 1 Battery Park Plaza, Suite 710	
	City:	New York State/Province/Territory: NY	Zip/Postal Code: _10004
	Country:	US	
3)	Mailing Ad	ddress (if different): 1 Battery Park Plaza	
	City:	New York State/Province/Territory: NY	Zip/Postal Code: 10004
	Country:	US	
	Phone:	(212) 682-1106	40
,	Does the	business own or rent its facilities? Rent	f other, please provide details:
4) 5) 6)	Federal I.	Bradstreet number: 073273294  D. Number: 136532871  ser is a: Cor_portaion (Describe)	
7)	YES X	business share office space, staff, or equipment expenses with any otler NO  If yes, please provide details: office with out business affiliates. Please see attachments	ner business?
	1 File(s) l	Jploaded: NDC AND AFFILIATES EIN NUMBERS.docx	
(8	YES X	business control one or more other businesses?  NO   If yes, please provide details: ady attached	
9)	Does this	business <u>have one</u> or more affiliates, and/or is it a subsidiary of, or cor NO If yes, please provide details:	ntrolled by, any other business?
Page	1 of 6		Rev. 3-2016

Page 1 of 6

Form is already	attached
other governme YES N	er ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any ent entity terminated?  O X If yes, state the name of bonding agency, (if a bond), date, amount of bond such cancellation or forfeiture: or details regarding the termination (if a contract).
	er, during the past seven years, been declared bankrupt?  O X If yes, state date, court jurisdiction, amount of liabilities and amount of assets
been the subject prosecuting or in business been local prosecution on behalf of an YES N	years, has this business and/or any of its owners and/or officers and/or any affiliated business of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliate the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state of investigative agency, where such investigation was related to activities performed at, for affiliated business.  O X If yes, provide details for each such investigation, an explanation of the and corrective action taken.
been the subject local regulatory been the subject local regulatory business.	ars, has this business and/or any of its owners and/or officers and/or any affiliated business of an investigation by any government agency, including but not limited to federal, state and agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business of an investigation by any government agency, including but not limited to federal, state and agencies, for matters pertaining to that individual's position at or relationship to an affiliated of the and corrective action taken.
or during such pallegedly occurroconduct of that a) Any felony chartes N	
YES N	eanor charge pending?  O X If yes, provide details for each such investigation, an explanation of the and corrective action taken.

	element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  YES NO X If yes, provide details for each such 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 X 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 X 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 X 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 X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
7	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
<sup>2</sup> age	3 of 6 Rev. 3-2016

	Each employee is required to sign a conflict of interest form. Form is attached.
	1 File(s) Uploaded: Conflict of Interest Policy - NDC.pdf
expe	de a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive rience in your profession. Any prior similar experiences, and the results of these experiences, must be ified.
Have /ES	e you previously uploaded the below information under in the Document Vault?  NO X
s the	proposer an individual?  NO X Should the proposer be other than an individual, the Proposal MUST include:
)	Date of formation; 05/08/1972
i)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
idua	None - Company is a non-profit  Is with a financial interest in the company have been attached
	None - Company is a non-profit  Is with a financial interest in the company have been attached  Name, address and position of all officers and directors of the company. If none, explain.
ii)	Is with a financial interest in the company have been attached  Name, address and position of all officers and directors of the company. If none, explain.  File is attached
ii)	Name, address and position of all officers and directors of the company. If none, explain.  File is attached  and directors from this company have been attached.
ii)   ers a	Name, address and position of all officers and directors of the company. If none, explain.  File is attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019.docx  State of incorporation (if applicable);
ii)   ers a v)	Name, address and position of all officers and directors of the company. If none, explain.  File is attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019.docx  State of incorporation (if applicable);
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ii)    eers a  vv)	Name, address and position of all officers and directors of the company. If none, explain.  File is attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;  75  Annual revenue of firm;  22593000  Summary of relevant accomplishments

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

Detailed information is provided in the proposal

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.

own of Babylon		
om Dolan		
7 W Main Street		
abylon	State/Province/Territory	NY
S	-	
31) 587-3752		
31) 957-4254		
olan@townofbabylon.com		
7	om Dolan W Main Street abylon S 31) 587-3752 31) 957-4254	om Dolan  W Main Street  abylon State/Province/Territory  S 31) 587-3752 31) 957-4254

Company	Suffolk County		
Contact Person	Pat Latino		
Address	100 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US	-	
Telephone	(631) 853-6330		
Fax#	(631) 853-4767		
E-Mail Address	patricia.latino@suffolkcountyny.gov		

Company	Islip IDA		
Contact Person	William Mannix		
Address	40 Nassau Avenue		
City	Islip	State/Province/Territory	NY
Country	US	•	2.70
Telephone	(631) 224-5512		
Fax #			
E-Mail Address	wmannix@islipny.gov		- 23

I, Janet Thomas	, hereby acknowledge that a materially false statement
willfully or fraudulently made in conne	ction 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.
knowledge, information and belief; the the submission of this form; and that a	, hereby certify that I have read and understand all the oplied full and complete answers to each item therein to the best of my at I will notify the County in writing of any change in circumstances occurring after all information supplied by me is true to the best of my knowledge, information ty will rely on the information supplied in this form as additional inducement to g business entity.
CERTIFICATION	
QUESTIONNAIRE MAY RESULT IN	WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON TO CRIMINAL CHARGES.
Name of submitting business:	National Development Council
Electronically signed and certified at t Janet Thomas [JTHOMAS@NDCONI	
Deputy Chief Financial Officer	
Title	
11/17/2020 01:02:51 PM	
Data	

# **National Development Council**

# List of Officers

Names	Addresses
Daniel Marsh III President and CEO	5 Cedar Street Mashpee, MA 06249
Gertrude Scriven Director of Human Resources Treasurer – NDC Board	1064 Halsey Street Brooklyn, NY 11207
Adam Ennis Chief Financial Officer	685 N. Country Club Road Brevard, NC 28712
Seth Bongartz Secretary – Finance Committee	PO Box 1407 Manchester Center, VT 05255

## NDC Affiliates ~ IRS EIN #s

NDC Housing & Economic Development Corporation	11-2933129
Grow America Fund Inc.	13-3641265
HEDC New Markets, Inc.	38-3646931
NDC Support I, Inc.	13-4156877

## NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.

## STATEMENT OF EMPLOYEES

Name:	<del></del>
Address:	
Current Position/Ti	tle:
not-for-profit New organization described Loyalty Policy and employees of NDC subsidiaries and affi	Ige that the National Council for Community Development, Inc. ("NDC"), a York corporation recognized by the Internal Revenue Service as an bed in section 501(c)(3) of the Internal Revenue Code, has adopted a Duty of a Conflict of Interest Policy (collectively "Policy") applicable to all. The policies of the National Development Council apply to NDC and its illiates including without limitation HEDC and its subsidiaries and affiliates, uity Fund, HEDC New Markets and Grow America Fund (hereinafter I to as "NDC").
investment, associate appearance of a con exercise of my judg	ree that all NDC employees have a duty of loyalty and must avoid any tion or other situation that results in a conflict of interest or even the flict of interest that interferes with or may interfere with the independent ment in NDC's best interest. I further acknowledge that I am an employee of olicy applies to me during my tenure as an employee of NDC.
II. I hereby affi	rmatively state:
a. I have rec	eived a copy of the Policy.
b. I have rea	d and understand the Policy.
c. I agree to	comply with the Policy in all material respects.
	nd that if I breach the Policy or any of the duties set forth in the Policy that I IDC, owe to NDC, I will be subject to discipline, including termination of
Name (Printed)	
Employee Signature	Date

## **Duty of Loyalty Policy**

Duty of Loyalty: The Employee Must Present Opportunities to NDC

NDC employees owe a duty of loyalty to NDC to advance NDC's interests whenever the opportunity arises and refrain from behaving in a manner in derogation of NDC's interests. NDC employees are prohibited from diverting, directly or indirectly, for their personal benefit any opportunity that is available to NDC. NDC employees, further, are prohibited from directly or indirectly competing with NDC.

Because NDC trusts its employees and expects them to be creative, there may be many contexts where the employee will recognize an opportunity that could be developed, e.g., the rehabilitation of a multifamily rental facility. The employee is required promptly to disclose this opportunity to NDC (as opposed to, for example, referring the opportunity to a third party in return for personal gain, a fee or other consideration.) It is not only unethical for an employee to divert opportunities from his or her employer. It is illegal.

NDC takes very seriously the duty of the employee to be loyal to NDC. Employees who violate this provision may be subject to discipline including, but not limited to, termination of employment. NDC employees also may be subject to prosecution and payment of damages to NDC.

## **Conflict of Interest Policy**

### A. Avoidance of Conflicts of Interest

Employment with the NDC carries with it a responsibility to abide by proper ethical conduct. Employees should refrain from taking part in, or exerting influence in, any activity in which their own interest may conflict with the best interest of the NDC.

NDC employees must avoid any action, investment, association or other situation that results in a conflict of interest that interferes or may interfere with the independent exercise of judgment in NDC's best interest. Even the appearance of a conflict of interest is to be avoided.

Employees are therefore prohibited from activities including but not limited to providing technical advice or making, directly or indirectly, investments that create, or that have the appearance of creating a conflict of interest between the employee and NDC, its customers, clients, development partners, or suppliers. Included in this policy is the use of private or confidential information related to NDC's business transactions used by employees for personal gain through employee actions or investments on behalf of the employee, relatives, friends or acquaintances.

#### **B.** Financial Interest

Any employee of NDC who has a direct or indirect "financial interest," defined below, in or with any "person" (entity or individual) with which NDC has or may have a relationship, a transaction or arrangement or is negotiating in connection with a transaction or arrangement, shall be deemed to have a conflict of interest which shall be avoided at all times. An employee has a "financial interest" if the employee has, directly or indirectly, through business, investment or family —

- a. an ownership or investment interest in any person or in the geographic territory of a person with which NDC has a relationship, transaction or arrangement, or
- b. a compensation arrangement with any person or in the geographic territory of a person with which NDC has a relationship, transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any person or in the geographic territory of a person with which NDC is negotiating a relationship, transaction or arrangement. For example, if the employee has the expectation of resigning from NDC and becoming employed by or affiliated with such a person, this results in a conflict of interest.

"Compensation" includes direct and indirect remuneration, as well as gifts or favors, benefits, perquisites, reimbursements for personal expenses, and entitlements relating to personal uses of property.

While it is not possible to outline all of the circumstances that would be considered unethical, the following are examples of conflicts of interest:

1. Simultaneous employment with the NDC and current or potential client, partner, competitor, or supplier.

2. Carrying on NDC business with a firm in which the employee, or a close relative of the employee, has ownership or other economic interest.

3. Borrowing money from client, other than recognized loan institutions from which NDC buys services, materials, equipment, or supplies.

4. Accepting substantial gifts or excessive entertainment from clients, suppliers or competitors.

5. Participating in civic or professional organizational activities in a manner whereby confidential NDC information is divulged.

6. Misusing privileged information or revealing confidential data to outsiders.

7. Using one's position with NDC or knowledge of its affairs for outside personal gain.

## C. Duty to Disclose

Any actual or possible conflicts of interest or possible direct or indirect conflicts of interest on the part of any employee must be fully disclosed in writing to the Human Resources Director. Such disclosure shall include the existence and nature of his or her financial interest giving rise to the actual or possible conflict of interest. If a conflict of interest is fully disclosed, NDC may be able to take prophylactic measures to resolve it. If it is not disclosed, the employee is in breach of his or her duties to NDC and is subject to discipline, including termination of employment.

NDC recognizes and respects the right of NDC personnel to engage in activities outside his or her employment or other association with NDC that do not conflict with NDC's interests. Any questions regarding the application of this policy should be directed to your supervisor or the Human Resources Director.

## COUNTY OF NASSAU

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

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.  There are no shareholders, NDC is a non-profit  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  1 File(s) uploaded NDC Affiliates IRS EINs (002).pdf  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,	1. Name of th	e Entity:	National Counc	il for <u>Community</u> I	Developme	ent		
2. Entity's Vendor Identification Number: 136532871  3. Type of Business: Other (specify) 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):  1. File(s) uploaded National Development Council List of Officers 2019 a.docx  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.  1. Fine are no shareholders, NDC is a non-profit  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  1. File(s) uploaded NDC Affiliates IRS EINs (002).pdf  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 regula	Address: 1	Battery F	Park Plaza, Suite 7	10 24 Whitehall St				
2. Entity's Vendor Identification Number: 136532871  3. Type of Business: Other (specify) 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):  1 File(s) uploaded National Development Council List of Officers 2019 a.docx  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.  There are no shareholders, NDC is a non-profit  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  1 File(s) uploaded NDC Affiliates IRS EINs (002).pdf  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 "jobbyist" 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, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobey is does not include any officer, director, trustee, employee, co	City: New`	Yark_		State/Province/	Territory:	NY	Zip/Postal Code:	10004
3. Type of Business: Other (specify) 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):  1 File(s) uploaded National Development Council List of Officers 2019 a.docx  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.  There are no shareholders, non-profit  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  1 File(s) uploaded NDC Affiliates IRS EINs (002).pdf  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	Country:l	US						
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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):  1 File(s) uploaded National Development Council List of Officers 2019 a.docx  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.  There are no shareholders, NDC is a non-profit  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  1 File(s) uploaded NDC Affiliates IRS EINs (002).pdf  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.	3. Type of Bus	siness: _	Other		(specify)	_Corporation		
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				in this matter?				
(a) Name, title, business address and telephone number of lobbyist(s):  None	Ĩ		e, title, business ad	dress and telepho	one numbe	er of lobbyist(s	s):	

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

None

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

None

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

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

Electronically signed and certified at the date and time indicated by: Janet Thomas [JTHOMAS@NDCONLINE.ORG]

Dated:

11/17/2020 12:40:01 PM

Title:

Deputy Chief Financial Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation. whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

### **National Development Council**

### List of Officers

Names	Addresses
Daniel Marsh III President and CEO	5 Cedar Street Mashpee, MA 06249
Gertrude Scriven Director of Human Resources Treasurer – NDC Board	1064 Halsey Street Brooklyn, NY 11207
Adam Ennis Chief Financial Officer	685 N. Country Club Road Brevard, NC 28712
Seth Bongartz Secretary – Finance Committee	PO Box 1407 Manchester Center, VT 05255

### NDC Affiliates ~ IRS EIN #s

NDC Housing & Economic Development Corporation	11-2933129
Grow America Fund Inc.	13-3641265
HEDC New Markets, Inc.	38-3646931
NDC Support I, Inc.	13-4156877



KEVIN J. CREAN DIRECTOR

### COUNTY OF NASSAU OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501 (516) 571-0200

www.nassaucountyny.gov/1524/Office-of-Housing-and-Community-Developm

MEMORANDUM TO:

Robert Cleary, Chief Procurement Officer

FROM:

Kevin Crean, Director

RE:

Community Development Block Grant Coronavirus (CDBG-CV) and Emergency

Solutions Grant Coronavirus (ESG-CV) Contract Delay Memo

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidated Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD).

On March 27, 2020 the United States Congress passed The Coronavirus Aid, Relief, and Economic Security ("CARES") Act (H.R. 748). The bill provided \$5 billion for CDBG to rapidly respond to the coronavirus pandemic (COVID-19) and the economic and housing impacts caused by it, including activities to prevent, prepare for, and respond to COVID-19.

Nassau County will receive \$12,775,244 in CARES Act funding including \$8,525,089 in Community Development Block Grant – Coronavirus (CDBG-CV) funding and \$4,250,155 in Emergency Solutions Grant – Coronavirus (ESG-CV) funding. A Substantial Amendment to the FY 2019-2020 Annual Action Plan is required by HUD to report on the activities the OCD will fund with these additional resources.

HUD allows for subrecipients to incur costs prior to receiving funding agreements as per letter from HUD Acting Assistant Secretary, John Gibbs dated April 2, 2020 and states the following:

"The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date."

This organization had to begin incurring costs to respond to the coronavirus prior to final contract review and approval to support the urgent needs of the communities in Nassau County responding to the unprecedented pandemic.



### NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501

Website: http://www.nassaucountyny.gov/agencies/OCD/index.php

MEMORANDUM TO: Nassau County Comptroller's Office

FROM: Kevin Crean, Director

SUBJECT: Allocation of Community Development Block (CDBG) Program

Funds, HOME Investment Partnerships (HOME) Program Funds and

Emergency Solutions Grants (ESG) Program Funds

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD).

The Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program, and Emergency Solutions Grant Program regulations allow for funding directly to subrecipients to undertake eligible activities. Funding under the attached contract is awarded in compliance with these regulations through a formal application process initiated by OCD. Funding is determined by a committee and approved by the Nassau County Legislature and HUD through the Nassau Urban County Consortium Annual Action Plan. There is no procurement or competitive bid involved as these are Federal Pass Through dollars.

# COMMUNITY DEVELOPMENT BLOCK GRANT and HOME INVESTMENT PARTNERSHIPS AGREEMENT BETWEEN THE COUNTY OF NASSAU

#### AND

### NATIONAL DEVELOPMENT COUNCIL

### AMENDMENT NO. TWO

THIS SECOND AMENDED AGREEMENT, dated as of 12/2/2020 (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Ave, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Office of Community Development, having its principal office at 1 West Street, Suite 365, Mineola, NY 11501 (the "OCD"), and (ii) National Development Council a not-for-profit corporation duly formed under the laws of the State of New York, having its principal office located at 1 Battery Park Plaza – 24 Whitehall Street, Suite 710, New York, NY 10004 (the "Subrecipient").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQHI20000017 between the County and National Development Council, executed on behalf of the County on May 15, 2020 (the "Original Agreement"), and Amendment One, assigned contract number CLHI20000007, thereto dated September 10, 2020 ("Amendment One" and together with the Original Agreement, the "Agreement"), the Subrecipient performs certain activities for the County in connection with Community Development Block Grant Program (CDBG) and HOME Investment Partnerships (HOME) programs, which activities are more fully described in the Original Agreement (see the "Activities);

WHEREAS, the term of the Original Agreement was from April 1, 2019 and terminate on March 31, 2022 (the "Original Term");

WHEREAS, the County and the Subrecipient desire to amend the Exhibit A and Budget set forth in the budget attached as Amended Exhibit A and Amended Budget in order to undertake eligible community development activities.

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

1. Maximum Amount. The Maximum Amount in the Agreement as Amended shall be increased by Two Million and Five Hundred Thousand (\$2,500,000.00), so that the maximum

- 1. amount that the County shall pay to the Subrecipient as full consideration for all Activities provided under the Amendment shall be Three Million Fifty Thousand Dollars (\$3,050,000) (the "Amended Maximum Amount") as reflected in the Amended Exhibit A, attached hereto.
- 2. <u>Budget</u>. The budget referred to in **Exhibit A** annexed to the Original Agreement and any amendment thereafter is hereby amended by the terms of this Amendment as set forth in Amended **Exhibit A** attached hereto (the "<u>Amended Budget</u>").

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

	NATIONAL DEVELOPMENT COUNCIL	
	By:\	>
	Name: NANDEL MANSH II	
	Title: Phys20-75 Chd	
	Date: 12/2/2020	
	NASSAU COUNTY	
	By: Valgallas	
	20	
	Title: DC & p Roman Denlys	
	Date: 12.18.20	
PLEÁŠE	EXECUTE IN BLUE INK	
Vermont	A DADCO LE EN DEGE IMA	
STATE OF NEW YORK)  Beminton )ss.:		
COUNTY OF NASSAU)		
On the 2 day of December in	in the year 2010 before me personally came	
Vaniel Miscsh, III to me person	onally known who being by me duly envire did donors and as	ıy
The first resides in the County of Massau: in	that he/she is the <u>Resident</u> and CEO  or-profit corporation described herein and which executed the	
above mad differit, and that ne/sne signed his/h	her name thereto by authority of the Board of Directors of said	
B <sub>M</sub> mSH	ble, MA	
	NOTARY PUBLIC Reed Bongartz	
The state of the s	NOTARY PUBLIC Read Bongartz Commission *No. 157.0013047:	
STATE OF NEW YORK ) ss.:	*No. 157.0013047	*
COUNTY OF NASSAU )		-07
On the 18 day of Deems in the	year 2020 before me personally come	
	ally known, who, being by me duly sworn, did denote and	
say that he/she resides in the County of Nassau County of Nassau, the municipal corporation d	described herein and which executed the above instrument;	
and that he/she signed his/her name thereto pur	ursuant to Section 205 of the County Government Law of	
Nassau County.		
	James March	
	NOTARY AUBINC	
	LAURA J VIGLIOTTI	
	NOTARY PUBLIC STATE OF NEW YORK LIC. #01VI6190782	
	COMM. EXP. 08/04/2012 24 COMMISSIONED IN NASS COUNTY	
	COMINIOSIGNEE	

### Exhibit A

### Amended Budget and Scope of Services

BUDGET......\$3,050,000.00

#### SCOPE OF SERVICES

General Consulting & Technical Assistance on Housing And Economic Development Programs

Budget: \$300,000.00

- 1. Assistance to the County in the design, implementation and monitoring of the financial elements of capital improvement plans and physical development of such projects asmay be referred to Contractor by OCD or Nassau County. These services will include an overall evaluation of all funding sources presently available to the County, including internally generated funds, debt financing, leasing, federal or state grants, federal or state tax credit programs, private sources and various combinations of all those sources.
- 2. Review and evaluate projects being considered by OCD and/or Nassau County for economic and housing development assistance. Services may include:
  - a. Evaluating sponsor/developer experience and capacity
  - b. Financial review and structuring of deals
  - c. Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
  - d. Advice on tax credit equity sources, requirements and structuring
  - e. Identification of other funding sources when required
  - f. Assistance with development issues during pre-development and development stages
  - g. Advice on program regulation issues.
- 3. Provide technical support and/or financial analysis to OCD and/or Nassau County with respect to its economic and housing development program proposals.
- 4. Provide technical assistance and advocacy in the County's efforts to seek funding and/or leverage existing resources through governmental programs including, but not limited to:
  - a. Federal Resources
    - (1) Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.
    - (2) HUD Section 108 loans,
    - (3) U.S. Community Development Financial Institution (CDFI) Fund
    - (4) U.S. Department of Commerce Economic Development Administration.
    - (5) U.S. Environmental Protection Agency Brownfields Program, including Targeted Assessments, the Supplemental Pilot Program and the Brownfields Revolving Loan Fund.

- (6) U.S. Small Business Administration Section 7(a), Section 504 and Microenterprise programs.
- (7) New Markets Tax Credits.
- (8) Opportunity Zone Funding
- b. State of New York Resources
  - (1) Empire State Development Corporation (ESDC).
  - (2) New York Science Technology and Research (NYSTAR)
  - (3) New York State Homes and Community Renewal (HCR)
  - (4) New York State Department of Environmental Conservation
  - (5) Other: Federal Home Loan Bank Affordable Housing Program and Community Investment Program.
- 5. Review the OCD and/or County's established economic development and/or housing development programs, including but not limited to:
  - a. Section 108 Loan Guarantee Program
  - b. Community Development Block Grant (CDBG) Program
  - c. HOME Investment Partnerships (HOME) Program

Such review will address the following items:

- (1) Eligibility criteria
- (2) Developer capacity
- (3) Underwriting criteria
- (4) Program documents
- (5) Internal administration of application and approval processes
- 6. Establish the County's participation in "HEDC New Markets," a designated Community Development Entity (CDE) through which New Markets Tax Credits (NMTC) will flow to investors of qualified community development projects that benefit low- to moderate-income people in Nassau County.
- 7. Provide the County with other related economic and housing development services. alone and/or via authorized sub-contractors, including but not limited to the NDC Community Impact Loan Fund. These services may include, but are not limited to:
  - a. Establishing a joint venture program between Nassau County and Contractor for industrial and commercial development projects through Community Development Group, Inc. (CDG)
  - b. Establishing the OCD's and/or the County's participation in Contractor's 501(c)(3) Bond and Donation Program
  - c. Establishing the OCD's and/or the County's participation in Contractor's Corporate Equity Fund, a syndicated investment pool that provides equity to eligible projects with housing and historic tax credits
  - d. Establishing the OCD's and/or the County's participation in other programs developed and introduced by Contractor
  - e. Organize and conduct conferences and training sessions with County employees, municipal subrecipients and current or potential subrecipients, including: instruction, materials, marketing, space rental and other costs

### incidental to such programs

- 8. Assist the OCD and/or the County in establishing and/or administering a self-sustaining economic development loan pool for County businesses referred for consideration by OCD and/or the County which will satisfy all applicable US SBA requirements and regulations
- 9. Contractor will evaluate the existing Section 108 Program and the current loans in the County's portfolio, and provide advice and assistance as needed, including, but not limited to: discussions with HUD staff regarding program reporting and closeout of open loans
- 10. At the County's election, NDC will provide four (4) scholarships to be used by County staff for attendance in NDC's Economic Development Finance Professional Certification Training Program or provide "in-house" staff training for County personnel.
- 11. ASSIGNMENTS: OCD Director will prioritize assignments and provide regular assignments and inquiries to NDC.
- 12. PAYMENT OF CONSULTING FEES: The contract is a retainer agreement not to exceed \$300,000.00 for the term or \$25,000 per quarter over the three-year term.

### **COVID-19 Economic Development Loan Program Budget:**

\$250,000.00

- 13. Under the terms of this Agreement, NDC Community Impact Loan Fund (CILF) shall use its lending capacity and staff to make working capital loans to eligible small businesses and non-profits that meet its underwriting criteria for loans originated under the New York Forward Loan Fund (NYFLF). In light of the great uncertainty posed by the impact of COVID-19 shutdowns and the uncharted waters that lay ahead for all on an economic recovery, staff provided by NDC CILF will perform the following services:
  - a. Receive and review pre-applications "matched" between Nassau County applicants to the NYFLF and NDC CILF, and subsequently referred to NDC CILF for underwriting,
  - b. Assist, when feasible, in packaging the loan (all documentation must be uploaded by applicants to a portal platform),
  - c. Obtain as appropriate, NDC CILF approvals,
  - d. Close, service, and collect loans in compliance with the policies and procedures of the program,
  - e. Perform the fiduciary responsibilities of the corporation
  - f. Provide periodic reporting to the Client.
- 14. Under the terms of this Agreement, CILF's lending program in Nassau County

will be capitalized with the Grant Funds provided to CILF by the Nassau County OCD. These funds will be used solely for CILF Loans which meet the purposes of job retention or creation, increased investment, addressing the urgent need posed by COVID-19 impact in the County, or the elimination of blight as determined by the Client or its designee.

15. Under the terms of this Agreement Nassau County will advance funds to the NDC in the amount of \$250,000, in two increments of \$125,000 to capitalize the County's portion of the NYFLF. These advances will be authorized upon receipt by NC OCD of an agreement between NDC and the NYFLF demonstrating NDC's participation in said program. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.

a. Such investment will be leveraged up to 20 times and create lending capacity for Nassau County businesses of up to \$5 million.

b. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.

### Nassau County Restaurant Recovery Grant Program (RRGP) Budget:

**Small Business Grants NDC Program Delivery Expenses** 

\$2,250,000.00 \$250,000.00

16. Utilizing CARES Act funds allocated to Nassau County under the Community Development Block Grant Coronavirus (CDBG-CV) Program, NDC shall administer the Nassau County Restaurant Recovery Grant Program (RRGP) for businesses located within Nassau County.

a. Maximum grant amount: up to \$10,000

for eligible working capital expenses, Nassau County OCD will make the sole and final determination of program requirements.

Any CARES Act small business funding previously received by the applicant from Nassau County or any local municipalities will reduce the amount of the applicant's maximum grant award under this program.

Any previously received PPP funding will not reduce the amount of the applicant's maximum grant award under this program.

- b. Eligible geographic area: Nassau County
- c. Program Eligibility: NDC will administer the Program in compliance with:
  - (1) CDBG Regulations at 24CFR 570.203 Special economic development activities
  - (2) CDBG National Objective of Urgent Need as detailed at 24CFR 570.208(c)
  - (3) CDBG Public Benefit Standard NDC will administer the Program in compliance with 24CFR 570.209 Guidelines for evaluating and selecting economic development projects. It is noted that in accordance with the Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs as published

in the Federal Register on August 20, 2020, the aggregate public benefit standard referenced at 24CFR 570.209 has been waived because "Given the clear benefit derived from addressing economic disruptions due to coronavirus, CDBG-CV grantees can adequately demonstrate public benefit based on the individual public benefit standards". The individual public benefit standard limit for activities funded with CDBG-CV assistance has been increased to \$85,000 per full-time equivalent, permanent job created or retained. This standard will be met with the retention of one low income job by each business as each grant will be a maximum of \$10,000.00.

(4) Allocation of Grant Funds: Applications for funding under the RRGP will be considered in the order received. A set-aside of 25% of the funding, will be used to assist Minority and Women Owned Businesses (M/WBEs). After the set-aside funds are distributed, any remaining M/WBE applicants will be considered among the pool of total applicants. NDC will make its best effort to work with applicants to ensure all documentation required to make the application complete is received in a timely fashion.

### d. General Requirements:

NDC will market the availability of funds, manage the application process and distribute funds in accordance with program policies and procedures to be mutually agreed upon by NDC and NC OCD. In matters of disagreement, NC OCD will make the sole and final determination of program requirements.

- 17. Under the terms of this Agreement Nassau County will issue funds sufficient to issue approved grants upon receipt from NDC of a signed grant agreement between NDC and the approved business(es). Funds may be advanced to the NDC as per the requirements of Paragraph 5 of this Agreement. Any advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.
- 18. Nassau County will advance funds to the NDC in the amount of \$500,000.00, to capitalize the RRGP. The advance will be authorized upon receipt by NC OCD of an in-take list of a minimum of 100 grant applications received by NDC. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.
- 19. Payment of Project Delivery Expenses: Under the terms of this Agreement, Nassau County will pay NDC a fee equal to 10% of the total RRGP fund. The total fee shall not exceed \$250,000.00. The fee is to be paid upon receipt from NDC of evidence demonstrating actual grants issued to eligible businesses.
- 20. **REPORTING**: NDC is to provide quarterly reports of work assignments and progress relating to assigned work which is to include the following information
  - a. **Project Name:** This will identify the specific project, community or organization served by Nassau OCD
  - b. Services: Report of services will include a brief description of the project

and service provided.c. Eligibility: Statement as to whether the activity was eligible under HOME or CDBG and the basis for such eligibility.

### Appendix L

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

DAVIRE MANGET IT	(Name)
ONE BATTLERY PARK PLAZA,	SURTE TO MYN (Address)
(212)662-1106	(Telephone Number)
The Proposer/Bidder agrees to comply with t Law, and with all applicable federal, state and	he requirements of the Nassau County Living W
In the past five years, Proposer/Bidder government agency to have violated federal, senefits, labor relations, or occupational safet Proposer/Bidder, describe below:	has not been found by a court or a state, or local laws regulating payment of wages by and health. If a violation has been assessed by
	*
In the past five years, an administrative procee judicial action has has not been c	ding, investigation, or government body-initiated Immenced against or relating to the or investigation has been commenced, describe
Proposer/Bidder. If such a proceeding, action, below:	
Proposer/Bidder. If such a proceeding, action, below:	

-		
5.	County representatives for the purp investigating employee complaints	access to work sites and relevant payroll records by authorize one of monitoring compliance with the Living Wage Law of noncompliance.
ue, co	y certify that I have read the foregoing the complete. Any statement of a stated below.	ng statement and, to the best of my knowledge and belief, or representation made herein shall be accurate and true as
12	12/2020	
ated		Signature of Chief Executive Officer
	NRYL MANSH III	
ame c	of Chief Executive Officer	
vorn i	to before me this day of <u>December</u> , 2020.	Notary Public State of Vermont
	2 1	Reed Bongartz Commission
and i	Dangeroz	*No. 157.0013047*



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/17/2020

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

PRO	his certificate does not confer rights to		CO	ME: Michelle [	Dyck		
Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367		i, Inc.	PHONE (A/C, No, Ext): 206-607-0957 (A/C, No):				
Ве	llevue WA 98009-0367			IAIL DRESS: Michelle	and the state of t		
						RDING COVERAGE	NAIC#
			INS	urer A: Federal			20281
	JRED					urance Company	12777
Na On	tional Development Council e Battery Park Plaza, Suite 710			URER C :	machinity ma	diance Company	12111
24	Whitehall Street			URER D :			
۷e	w York NY 10004			URER E :			
o	VERAGES CER	TIFICATE	NUMBER: 579708797	URER F :		REVISION NUMBER:	
C	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY INCLUSIONS AND CONDITIONS OF SUCH	PERTAIN, POLICIES.	THE INSURANCE AFFORDED IN LIMITS SHOWN MAY HAVE BEE	ANY CONTRACT BY THE POLICIE N REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	ED NAMED ABOVE FOR T DOCUMENT WITH RESPE	OT TO MUNICIPALITY
SR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs
1	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		35336064	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Es occurrence)	\$1,000,000 \$1,000,000
					1 13	MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	7				GENERAL AGGREGATE	\$2,000,000
	POLICY PRO- X LOC			MI I		PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						\$
ī	AUTOMOBILE LIABILITY		73512244	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
Į	ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
1	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
						y or accounty	\$
	UMBRELLA LIAB OCCUR	-11				EACH OCCURRENCE	5
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	s
	DED RETENTION \$			1		Y	s
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		71656165	5/1/2020	5/1/2021	X PER OTH-	
М	ANYDDODDIETOD/DADTNED/EVECUTIVE T / N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
1	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	1 1 1 1 1 1 1 1 1 1
	f yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
1		-171				TOUGH ENTER	- 110001000
1							
iC iS	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE SAU County is Additional Insured for Ger	es (Acord neral Liabi	101, Additional Remarks Schedule, maility as respects the operations of	y be attached if more of the insured as	e space is require s required by	ed) written contract	
R	TIFICATE HOLDER		CAI	NCELLATION			

Nassau County Office of Housing & Intergovernmental Affairs

40 Main Street, 3rd Floor Hempsted NY 11550 USA

AUTHORIZED REPRESENTATIVE

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### CHUBB.

### Liability Insurance

### Endorsement

Policy Period

MAY 1, 2020 To May 1,2021

Effective Date

MAY 1, 2020

Policy Number

35336064

Insured

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT INC. DBA NATIONAL

Name of Company

FEDERAL INSURANCE COMPANY

Date Issued

APRIL 15,2019

This Endorsement applies to the following forms:

### GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

#### Who Is An Insured

Additional Insured -Scheduled Person Or Organization Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a
  contract or agreement. This limitation does not apply to the liability for damages, loss, cost or
  expense for injury or damage, to which this insurance applies, that the person or organization
  would have in the absence of such contract or agreement.



### CHUBB.

### Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

#### **Conditions**

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

#### Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative



Certified: 11-SEP-20 -- BFOX



### NIFS ID:CLHI20000007 Department: Housing and Intergovernmental

### Capital:

SERVICE: CDBG-CV COVID-19 and HOME

Contract ID #:CQHI20000017

NIFS Entry Date: 22-JUL-20

Term: from 01-APR-19 to 31-MAR-22

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: National Development	Vendor ID#: 13-6532871
Council	
Address: 1 Battery Park Plaza,	Contact Person: Janet Thomas
Suite 710, 24 Whitehall St.	
New York, New York 10004	
	Phone: 212-682-1106

### **Routing Slip**

Department	NIFS Entry: X	17-JUL-20 TDUKES
Department	NIFS Approval: X	27-JUL-20 TDUKES
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	04-AUG-20 IQURESHI
ОМВ	NIFS Approval: X 27-JUL	
County Atty. Insurance Verification: X		27-JUL-20 AAMATO
County Atty.	Approval to Form: X	27-JUL-20 MMISRA

СРО	Approval: X	06-AUG-20 KOHAGENCE
DCEC	Approval: X	10-AUG-20 JCHIARA
Dep. CE	Approval: X	17-AUG-20 ETSIMIS
Leg. Affairs	Approval/Review: X	24-AUG-20 GCASTILLO
Legislature	Approval:	
Comptroller	Deputy: X	09-SEP-20 ADALESSIO
NIFA	NIFA Approval:	

### **Contract Summary**

**Purpose:** Administering CDBG-CV Program activities and providing CDBG-CV eligible services satisfactory to the County and consistent with any standards required as a condition for providing CDBG-CV funds.

Method of Procurement: The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U. S. Department of Housing and Urban Development.

**Procurement History:** CDBG-CV Regulations allow for the funding directly to subrecipients to undertake eligible activities (24CFR Part 570.503). Funding under the attached contract is awarded in compliance with these regulations through a formal application process initiated by OCD.

**Description of General Provisions:** Activities will include: Community or Non-Profit will undertake CDBG-CV eligible activities listed in the contract.

Impact on Funding / Price Analysis: None 100% Federally Funded

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve

### **Advisement Information**

BUDGE	ET CODES
Fund:	GRT
Control:	HI
Resp:	8545
Object:	500
Transaction:	103
Project #:	
Detail:	

RE	NEWAL
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 250,000.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 250,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DE ERC	\$ 250,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 250,000.00

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: National Development Council
CONTRACTOR ADDRESS: 1 Battery Pk. Plaza, 24 Whitehall St. Ste 710, NY NY 10004
FEDERAL TAX ID #: 13-6532871
<u>Instructions:</u> 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] [#] or 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 of [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, viewed and the country procurement website. Proposals were due to interested parties and by publication on the Country procurement website. Proposals were due to interested parties and by publication on the Country procurement website.
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 o 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 CO	intract was originally executed by Nassau County on May 15, 2020
(cobtos	al or extension pursuant to the contract, or an amendment within the scope of the contract or RFP of the relevant pages are attached). The original contract was entered into RFP was issued on February 12, 2019. One proposal was received due to the nature of the services.
-	
receive	[describe ement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation contractor's performance for any contract to be renewed or extended. If the contractor has not d a satisfactory evaluation, the department must explain why the contractor should nevertheless be ded to continue to contract with the county.
իւ սիս	Pursuant to Executive Order No. 1 of 1993, as amended, at least three sals were solicited and received. The attached memorandum from the tment head describes the proposals received, along with the cost of each sal.
	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.
mento	Pursuant to Executive Order No. 1 of 1993 as amended, the attached randum from the department head explains why the department did not at least three proposals.
s o a p	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.
7,	3. The memorandum explains that the contractor's selection was dictated by the terms of a ederal or New York State grant, by legislation or by a court order. (Copies of the relevant ocuments are attached).
10	2. Pursuant to General Municipal Law Section 104, the department is purchasing the services equired through a New York State Office of General Services contract on the attached memorandum explains how the purchase is within the scope of the terms of that contract

□ D. Pursuant to General Municipal Law Section 119-0, 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

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.

explain why the contractor should nevertheless be permitted to contract with the county.

VII.  $\square$  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. M 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. I 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.

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.

Kern J Crean Department Head Signature

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



#### **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?

X If yes, to what campaign committee?

	FICATION: This section must be signed by a of the firm for the purpose of executing Co	a principal of the consultant, contractor or Vendor authorized as a ontracts.
	dersigned affirms and so swears that he/she knowledge, true and accurate.	has read and understood the foregoing statements and they are, to
	eely and without duress, threat or any promi	e contribution(s) to the campaign committees identified above were se of a governmental benefit or in exchange for any benefit or
	nically signed and certified at the date and ting nomas [JTHOMAS@NDCONLINE.ORG]	me indicated by:
Dated:	01/27/2020 12:14:39 PM	Vendor: National Development Council
		Title: Deputy CFO

YES



#### COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

N/A
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
No
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its continuous the New York State Election Law in (a) the period begin (b), beginning April 1, 2018, the period beginning two yethis disclosure, to the campaign committees of any of the committees of any candidates for any of the following Na Clerk, the Comptroller, the District Attorney, or any Court	ning April 1, 2016 a ears prior to the dat e following Nassau assau County elect	and ending on the date of this disclosure, or e of this disclosure and ending on the date of County elected officials or to the campaign
YES NO X If yes, to what campaign co	ommittee? If none,	you must so state:
I understand that copies of this form will be sent to the N be posted on the County's website.	lassau County Dep	artment of Information Technology ("IT") to
I also understand that upon termination of retainer, empl Attorney within thirty (30) days of termination.	loyment or designa	tion I must give written notice to the County
VERIFICATION: The undersigned affirms and so swears statements and they are, to his/her knowledge, true and	s that he/she has re accurate.	ead and understood the foregoing
The undersigned further certifies and affirms that the commade freely and without duress, threat or any promise or remuneration.		
Electronically signed and certified at the date and time in Janet Thomas [JTHOMAS@NDCONLINE.ORG]	ndicated by:	
Dated: 01/27/2020 12:13:24 PM	Vendor:	National Development Council
	Title:	Deputy CFO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation. or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or ratemaking proceedings of a County agency, with respect to all participation by such persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

Page 3 of 3 Rev. 3-2016

### PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

Principal Name:	Daniel Marsh III		***		
Date of birth:	04/20/1951 5 Cedar Street				
Home address:		State/Drov	ince/Territory: MA	Zip/Postal Code:	02649
	shpee	- State/F10V	incerrentiony. <u>IVIA</u>	Zipri osiai oodo.	02040
Country: US					
Business Addres			, 24 Whitehall Stree		20210
	w York	State/Prov	ince/Territory: NY	Zip/Postal Code:	02649
Country US					
Telephone: (21	2) 682-1106				
Other present ad	dress(es):				_
City:		State/Prov	ince/Territory:	Zip/Postal Code:	
Country:			P P		
Telephone:					
List of other addr	esses and telephone nu	imbers attach	ed		
List of other addi	35562 and telephone in	ambers attach	Cu		
Positions held in	submitting business an	d starting date	of each (check all a	applicable)	
	04/04/0047		Treasurer		
President	01/01/2017		Treasurer Shareholder		-
Chairman of Boa			Secretary		
Chief Exec. Offic	-	440	_ Secretary _ Partner		_
Chief Financial C	fficer		_ Parmer _		
Vice President	-		-1		
(Other)					
Do you have an	equity interest in the bus	siness submitt	ing the questionnair	e?	
YES N	O X If Yes, pro	vide details.			
Are there any out	standing loans, guaran	tees or any of	her form of security	or lease or any other ty	pe of
contribution made	e in whole or in part bet	ween vou and	the business submi	tting the questionnaire	?
YES N		vide details.		•	
IEO   IN	y   X   11 100; pro	vide dominer			
				/	
_				auginoon or notfor profi	も ヘアロネカリブ
Within the past 3	years, have you been a	a principal owr	ner or officer of any b	ousiness or notfor-profi	t organiz
Within the past 3 other than the on YES N	e submitting the questic	a principal owr onnaire? vide details.	ner or officer of any b	ousiness or notfor-profi	t organiz

Rev. 3-2016

		NO	X	If Yes, provide details.
of any	action ta	iken by a	a gove	quired below whether the sanction arose automatically, by operation of law, or a ernment agency. Provide a detailed response to all questions checked "YES". I ppropriate page and attach it to the questionnaire.
In the	past (5)	years, l	nave ye en a pri	ou and/or any affiliated businesses or not-for-profit organizations listed in Sectrincipal owner or officer:
a.				ny government agency from entering into contracts with that agency?
	YES [		NO [	X If yes, provide an explanation of the circumstances and corrective action
	taken.			
b.	cancell YES [ taken.	ed for c	ause? NO [	fault and/or terminated for cause on any contract, and/or had any contracts  X If yes, provide an explanation of the circumstances and corrective action
c.	YES [	to, failur	e awa e to m lO	ard of a contract and/or the opportunity to bid on a contract, including, but not neet pre-qualification standards?  X If yes, provide an explanation of the circumstances and corrective action
c. d.	Imited YES [ taken.	uspende	ed by a	neet pre-qualification standards?

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?

a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES NO X 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 can element of which relates to truthfulness or the underlying facts of which related to the conduct obusiness? Y YES NO X 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 X 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 X 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?

to Que type of	stion 5, been investigation	the subje by any g	provided, in the past 5 years has any business or organization listed in respor ct of a criminal investigation and/or a civil anti-trust investigation and/or any o overnment agency, including but not limited to federal, state, and local regulat ncipal owner or officer?
YES	NO NO	X	If yes, provide an explanation of the circumstances and corrective action take
In the p had any license YES	y sanction imp	oosed as	or this business, or any other affiliated business listed in response to Question a result of judicial or administrative proceedings with respect to any profession If yes, provide an explanation of the circumstances and corrective action takes

I, Daniel Marsh III	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form m	
any affiliated entities non-responsible, and, in addition, may	subject me to criminal charges.
I, Daniel Marsh III items contained in this form; that I supplied full and comple knowledge, information and belief; that I will notify the Cour after the submission of this form; and that all information su information and belief. I understand that the County will rely inducement to enter into a contract with the submitting busi	nty in writing of any change in circumstances occurring upplied by me is true to the best of my knowledge, on the information supplied in this form as additional
CERTIFICATION  A MATERIALLY FALSE STATEMENT WILLFULLY OR FR QUESTIONNAIRE MAY RESULT IN RENDERING THE SU WITH RESPECT TO THE PRESENT BID OR FUTURE BID MAKING THE FALSE STATEMENT TO CRIMINAL CHARGE	JBMITTING BUSINESS ENTITY NOT RESPONSIBLE DS, AND, IN ADDITION, MAY SUBJECT THE PERSON
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indic	eated by:
Daniel Marsh III [DMARSH@NDCONLINE.ORG]	ated by.
Daniel Maish III [DIMARGI I@NDCONLINE.ORG]	
President & CEO	
Title	
07/07/2020 02:42:03 PM	
Date	

### PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

Date of birtl Home addr		ide Scriven				
<b></b>		ridge Street, Apt 3B				
City:	Brooklyn		State/Province/Territory:	NY	Zip/Postal Code:	11201
Country:	US		-111			
Business A	ddress:	One Battery P	ark Plaza, Suite 710			
City:	New York	S	state/Province/Territory:	NY	Zip/Postal Code:	10004
Country	US					
Telephone:	212682110	16	Ψ	e tele	********	
Other present address(es):						
City:	New York	S	state/Province/Territory:	NY	Zip/Postal Code:	10004
Country:	US				Complete Distribution of the St.	-
Telephone:	212682110	6				
Chief Exec. Chief Finand Vice Preside (Other)	cial Officer	31(1)	Secretary Partner	=		
		manifest the Alexander Comment	s submitting the question			
Do you have		If Yes, provide		naire?		

Rev. 3-2016

YES	NO X If Yes, provide details.
_	
f any	ffirmative answer is required below whether the sanction arose automatically, by operation of law, or as a rection taken by a government agency. Provide a detailed response to all questions checked "YES". If you space, photocopy the appropriate page and attach it to the questionnaire.
	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section nich you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO X If yes, provide 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.
	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
d.	contract?
d.	contract? YES NO X 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?

a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES NO X 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 crim an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
	YES NO X 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 X If yes, provide an explanation of the circumstances and corrective action taken.
	The state of the s
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges?

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?

			•	
to Question	n 5, been tl estigation b	he sub by any	on provided, in the past 5 years has any business or organization listed in bject of a criminal investigation and/or a civil anti-trust investigation and/oy government agency, including but not limited to federal, state, and local principal owner or officer?	r any othe
YES	NO	X	If yes, provide an explanation of the circumstances and corrective acti	on taken.
In the past	Evore b	0V0 V0	ou or this business, or any other affiliated business listed in response to C	Nuestion 5
In the past had any sa license hele YES	nction imp	ave yo osed a	ou or this business, or any other affiliated business listed in response to Cas a result of judicial or administrative proceedings with respect to any pr	ofessional
had any sa license hel	nction imp	osed a	as a result of judicial or administrative proceedings with respect to any pr	ofessiona
had any sa license hel	nction imp	osed a	as a result of judicial or administrative proceedings with respect to any pr	ofessiona
had any sa license hele YES	nction imp d? NO	x	as a result of judicial or administrative proceedings with respect to any pr	ofessiona on taken.

I, Gertrude Scriven , 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, Gertrude Scriven , 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 THE THE STATE OF THE STATE
NDC
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Gertrude Scriven [GSCRIVEN@NDCONLINE.ORG]
Director
Title
07/02/2020 03:17:40 PM
Date

#### PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

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Date of birt Home addr	04/00	Ennis /1980					
		Country Club Rd				-	
			State/Province/Torritory	NC	Zip/Postal Code:	28712	
City:	Brevard		State/Province/Territory:		_ Zipirosiai Code.	20/12	
Country:	US						
Business A			Street, Suite 710			1000	
City:	New York	S .	State/Province/Territory:	NY	_ Zip/Postal Code:	10004	
Country	US						
Telephone:	(212) 682-	1106					
Other prese	ent address(e	s): 35 West Proba	art Street, Suite E				
City:	Brevard	S	state/Province/Territory:	NC	Zip/Postal Code:	28712	
Country:	US						
Telephone:		6107					
		nd telephone numbe			-Vdala		
Positions h	eld in submitt	ng business and sta	rting date of each (check	k ali ap <b>i</b>	olicable)		
President			Treasurer				
Chairman d	of Board		Shareholder				
Chief Exec.			Secretary				
Chief Finan		01/01/2017	Partner				
		(					
VICE Presid							
Vice Presid (Other)							
(Other)		terest in the busines  X If Yes, provide	s submitting the question details.	nnaire?			
(Other)  Do you hav YES  Are there a	ny outstandin	X If Yes, provide	details.  or any other form of sectors you and the business s	urity or	lease or any other ty	pe of	
Other)  Do you have YES  Are there a contribution YES  Within the pother than	ny outstandin n made in who NO	g loans, guarantees le or in part between X If Yes, provide	or any other form of sector you and the business state details.	urity or submittii	lease or any other ty	?	
Other)  Do you have YES  Are there as contribution YES  Within the pother than the YES X	ny outstandin n made in who NO	g loans, guarantees le or in part between X If Yes, provide have you been a prin itting the questionnai	or any other form of sector you and the business state details.	urity or ubmittii any bus	lease or any other tyng the questionnaire?	organizat	

	ars while you were a principal owner or officer?
YES	NO X If Yes, provide details.
An a	affirmative answer is required below whether the sanction arose automatically, by operation of law, or
of any nore s	y action taken by a government agency. Provide a detailed response to all questions checked "YES". I space, photocopy the appropriate page and attach it to the questionnaire.
	eparts, proceeding the appropriate page and attach it to the questionnaile.
In th	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section you have been a principal owner or officer.
a.	hich you have been a principal owner or officer:  Been debarred by any government agency from entering into contracts with that agency?
	YES NO X 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
b.	cancelled for cause?
b.	cancelled for cause?
b.	cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective actions.
b,	cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective actions.
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  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?
b.	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  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?
	Cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective actions.
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b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
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d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crian element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
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f.	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO X If yes, provide an explanation of the circumstances and corrective action

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you

Page 3 of 5

to Q type	uestion 5, b	een the sub tion by any	n provided, ir oject of a crim	the past 5	vears has any	husiness or a	iti	
to Q type ager	uestion 5, bood of investiga	een the sub tion by any	n provided, ir bject of a crim	the past 5	vears has any	husiness or o		
type ager	of investiga	tion by any	,	unal investic	nation and/or a	civil anti-trust	organization t investigatio	ion and/or any of
	icies while y		government	agency, inc	cluding but not I	imited to fede	eral, state, a	and local regulate
	N	ou were a				circumetance	e and corre	ective action take
			1 2 3 1 2	an eng		sii odiniotanoo	o and oone	onve action take
In th	e past 5 vea	ırs have vo	ou or this busi	ness or an	v other affiliate	d hueinass lis	ted in resp	onse to Question
had	any sanction	imposed a	as a result of	judicial or a	dministrative p	roceedings w	ith respect t	to any profession
licen	se held?	4					·	
YES	J. J.N	0 X	IT yes, prov	ide an expl	anation of the o	circumstances	s and corre	ctive action take
For t	he past 5 ta	x years, ha	ve you failed	to file any r	equired tax reti	urns or failed	to pay any	applicable federa
state	or local tax	es or other O X	assessed ch	arges, inclu	ding but not lim	ited to water	and sewer	charges? ctive action taker

l, Adam Ennis , hereby acknowledge that a materially false statement	
willfully or fraudulently made in connection with this form may result in rendering the submitting business entity a	nd/or
any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.	
I, Adam Ennis 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.	9
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 PERSONAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	<u>=</u> DN
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indicated by:  Adam Enins [AENNIS@NDCONLINE.ORG]	
Chief Financial Officer	
Title	
07/02/2020 01:50:29 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.

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Home address: P.O. Box 1407 City: Manchester Center State/Province/Territory: VT Zip/Postal Code: 0525: Country: US  Business Address: 24 Whitehall Street City: New York State/Province/Territory: NY Zip/Postal Code: 1000- Country US Telephone: 212-682-1106  Other present address(es): N/A City: State/Province/Territory: Zip/Postal Code: Country: Telephone:  List of other addresses and telephone numbers attached  Positions held in submitting business and starting date of each (check all applicable)  President Treasurer Chairman of Board Shareholder Chief Exec. Officer Secretary 06/01/2005 Chief Financial Officer Partner Vice President (Other)  Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details.  Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organiz other than the one submitting the questionnaire?	Principal Nam							
City: Manchester Center US  Business Address: 24 Whitehall Street City: New York State/Province/Territory: NY Zip/Postal Code: 1000- Country US  Telephone: 212-682-1106  Other present address(es): N/A City: State/Province/Territory: Zip/Postal Code: 212-682-1106  Other present address(es): N/A City: State/Province/Territory: Zip/Postal Code: 212-682-1106  Other present addresses and telephone numbers attached  Positions held in submitting business and starting date of each (check all applicable)  President Treasurer Chairman of Board Shareholder Chief Exec. Officer Secretary 06/01/2005 Chief Financial Officer Partner Vice President (Other)  Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details.  Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organiz other than the one submitting the questionnaire?	Date of birth:							
Country: US  Business Address: 24 Whitehall Street City: New York State/Province/Territory: NY Zip/Postal Code: 1000- Country US Telephone: 212-682-1106  Other present address(es): N/A City: State/Province/Territory: Zip/Postal Code: City: State/Province/Territory: Zip/Postal Code: City: State/Province/Territory: Zip/Postal Code: City: Country: Telephone:  List of other addresses and telephone numbers attached  Positions held in submitting business and starting date of each (check all applicable)  President Chairman of Board Shareholder Shareholder Shareholder Shareholder Chief Exec. Officer Secretary O6/01/2005  Chief Financial Officer Partner Vice President (Other)  Do you have an equity interest in the business submitting the questionnaire?  YES NO X If Yes, provide details.  Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO X If Yes, provide details.								
Business Address: 24 Whitehall Street  City: New York State/Province/Territory: NY Zip/Postal Code: 1000- Country US Telephone: 212-682-1106  Other present address(es): N/A  City: State/Province/Territory: Zip/Postal Code: Country: Telephone:  List of other addresses and telephone numbers attached  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  Oyou have an equity interest in the business submitting the questionnaire?  YES NO X If Yes, provide details.  Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO X If Yes, provide details.			enter	State/Provin	ce/Territory:	VT	Zip/Postal Code:	05255
City: New York US Telephone: 212-682-1106  Other present address(es): N/A City: State/Province/Territory: Zip/Postal Code: Country: Telephone:  List of other addresses and telephone numbers attached  Positions held in submitting business and starting date of each (check all applicable)  President Treasurer Shareholder Secretary O6/01/2005 Chief Exec. Officer Secretary Vice President (Other)  Do you have an equity interest in the business submitting the questionnaire?  YES NO X If Yes, provide details.  Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organiz other than the one submitting the questionnaire?	Country:	US						
Country Telephone:    Vistable   Vistable	Business Addr	ess:	24 Whitel	hall Street				
Country Telephone:  Other present address(es): N/A  City: State/Province/Territory: Zip/Postal Code:  Country: Telephone:  List of other addresses and telephone numbers attached  Positions held in submitting business and starting date of each (check all applicable)  President Treasurer Shareholder  Chairman of Board Shareholder  Chairman of Board Shareholder  Chief Exec. Officer Secretary 06/01/2005  Chief Financial Officer Partner  Vice President (Other)  Do you have an equity interest in the business submitting the questionnaire?  YES NO X If Yes, provide details.  Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO X If Yes, provide details.  Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organiz other than the one submitting the questionnaire?	City:	New York		State/Provin	ce/Territory:	NY	Zip/Postal Code:	10004
Other present address(es): N/A  City: State/Province/Territory: Zip/Postal Code:  Country: Telephone:  List of other addresses and telephone numbers attached  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)  Do you have an equity interest in the business submitting the questionnaire?  YES NO X If Yes, provide details.  Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO X If Yes, provide details.  Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization of the number of the questionnaire?	Country	US			Seen Schoolse	7		-
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City: State/Province/Territory: Zip/Postal Code: Country: Telephone:  List of other addresses and telephone numbers attached  Positions held in submitting business and starting date of each (check all applicable)  President Treasurer Shareholder Chief Exec. Officer Secretary 06/01/2005  Chief Financial Officer Partner  Vice President (Other)  Do you have an equity interest in the business submitting the questionnaire?  YES NO X If Yes, provide details.  Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO X If Yes, provide details.  Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization of the provided that the one submitting the questionnaire?	Other present	address(es):	N/A					
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Vice President (Other)  Do you have an equity interest in the business submitting the questionnaire?  YES NO X If Yes, provide details.  Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  YES NO X If Yes, provide details.  Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organiz other than the one submitting the questionnaire?						-00/1	31/2003	
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YES NO X If Yes, provide details.  Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organiz other than the one submitting the questionnaire?	Are there any c	outstanding loa	ans, guarant	ees or any othe	r form of secu	irity or l	ease or any other typ	oe of
Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organiz other than the one submitting the questionnaire?					ie business si	ubmittin	g the questionnaire?	1
other than the one submitting the questionnaire?	YES	NO X	If Yes, pro	vide details.				
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other than the one submitting the questionnaire?	Within the past	3 years, have	you been a	principal owner	or officer of a	any bus	iness or notfor-profit	organiza
YES NO X If Yes provide details	other than the	one submitting	the questio	nnaire?		•	·	_
	YES T	NO X	If Yes, prov	vide details.				

i.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO X If Yes, provide details.
1	
sult c	An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a f any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you lore space, photocopy the appropriate page and attach it to the questionnaire.
•	In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
	a. Been debarred by any government agency from entering into contracts with that agency?  YES NO X If yes, provide 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 X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action
	taken.
	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?

a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you?  YES NO X 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 crim an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action

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?

to Ques type of	stion 5, beer investigatior	the sub by any	ject of a criminal inves	5 years has any business or organization listed in response stigation and/or a civil anti-trust investigation and/or any other neturing but not limited to federal, state, and local regulatory er?
YES	NO	X		planation of the circumstances and corrective action taken.
				any other affiliated business listed in response to Question 5

I, Seth Bongartz , hereby ackn	owledge that a materially false statement
willfully or fraudulently made in connection with this form may result in ren	dering the submitting business entity and/or
any affiliated entities non-responsible, and, in addition, may subject me to	criminal charges.
I, Seth Bongartz, , hereby certifitems contained in this form; that I supplied full and complete answers to e knowledge, information and belief; that I will notify the County in writing of after the submission of this form; and that all information supplied by me is information and belief. I understand that the County will rely on the information ducement to enter into a contract with the submitting business entity.	any change in circumstances occurring strue to the best of my knowledge,
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY	MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BU	ISINESS ENTITY NOT RESPONSIBLE
WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN AL	DDITION, MAY SUBJECT THE PERSON
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	
National Development Council	
Name of submitting business	
Name of Submitting Business	
Electronically signed and certified at the date and time indicated by:	
Seth Bongartz [SETHBONGARTZ2@GMAIL.COM]	
Board Member	
Title	
01/17/2020 09:51:11 AM	
Date	40

#### PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

	•	Saund	dra J Hudson					
	Date of birth:	09/22	/1947					
	Home address:	7 Pin€	ebrook Ct					
	City: E	dwardsvi	ille	State/Prov	ince/Territory:	IL	_ Zip/Postal Code:	62025
	Country: U	S					Win die	
	Business Addre	ss:	1 Batter	y Park Plaza, S	uite 710			
	City: N	ew York		State/Prov	ince/Territory:	NY	_ Zip/Postal Code:	10004
	Country U	S						
	Telephone: 2	12682110	06					
	Other present address(es):							
		dwardsvi		State/Prov	ince/Territory:	IL	Zip/Postal Code:	62025
	Country: U							
		18692623	38					
	Positions held in	ı submitti	ing business ar	nd starting date	of each (check	k all app	olicable)	
	Positions held in	ı submitti	ing business ar	nd starting date	of each (check	k all app	licable)	
	President				Treasurer			
	Chairman of Boa	ard	06/30/2012		Shareholder	_		
	Chief Exec. Office	cer			Secretary			
	Chief Financial (	Officer			Partner	-		
	Vice President				_			
	(Other)							
	Do you have an YES			usiness submitti ovide details.	ng the questior	nnaire?		
Γ								
I	Are there any ou	ıtstandin	g loans, guarar	itees or any oth	er form of sect	urity or l	ease or any other tyl	pe of
I	Are there any ou	ıtstanding le in who	g loans, guarar ole or in part be	ntees or any oth tween you and	ner form of sect	urity or l ubmittir	ease or any other ty ng the questionnaire?	pe of
I	contribution mad	de in who	ole or in part be	ntees or any oth tween you and ovide details.	ner form of sect	urity or l ubmittir	ease or any other ty ng the questionnaire?	pe of

YES	ears while you were a principal owner or officer?  NO X If Yes, provide details.
of an	affirmative answer is required below whether the sanction arose automatically, by operation of law, or as y action taken by a government agency. Provide a detailed response to all questions checked "YES". If y space, photocopy the appropriate page and attach it to the questionnaire.
In th	ne past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Sectio hich you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO X If yes, provide 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 X If yes, provide an explanation of the circumstances and corrective action
	taken.
<u> </u>	Boon depied the award of a contract and/or the apportunity to hid an a contract in challenge had a
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?
	VES NO V If you provide an explanation of the circumstances and come division of
	YES NO X If yes, provide an explanation of the circumstances and corrective action
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	YES NO X 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 act
d.	Been suspended by any government agency from entering into any contract with it; and/or is any acti pending that could formally debar or otherwise affect such business's ability to bid or propose on
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d.	Been suspended by any government agency from entering into any contract with it; and/or is any actipending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  YES NO X If yes, provide an explanation of the circumstances and corrective action
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d.	Been suspended by any government agency from entering into any contract with it; and/or is any actipending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  YES NO X If yes, provide an explanation of the circumstances and corrective action

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Page 2 of 5

initiated?

8.

a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you?  YES NO X 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 cri an element of which relates to truthfulness or the underlying facts of which related to the conduct of
	business? Y YES NO X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action

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?

type of	investigation	the subject o by any gove	of a criminal inves	stigation and/or a c ncluding but not lin	ivil anti-trust investiga nited to federal, state,	on listed in response ation and/or any other and local regulatory
YES	NO				cumstances and corr	ective action taken.
In the p had any license YES	y sanction imp	oosed as a re	esult of judicial or	administrative pro	business listed in res ceedings with respec cumstances and corr	t to any professional

I, Saundra Hudson , 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, Saundra Hudson , 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.
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Saundra Hudson [SJH95@AOL.COM]
Chairman of the Board
Title
01/14/2020 11:11:11 AM
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:	01/28/2020						
1)	Proposer's Legal Name: National Council for Community Development						
2)	Address of Place of Business: 1 Battery Park Plaza, Suite 710						
	City: New York State/Province/Territory: NY. Zip/Postal Code: 10004						
	Country: US						
3)	Mailing Address (if different): _1 Battery Park Plaza, Suite 710						
	City: New York State/Province/Territory: NY Zip/Postal Code: 10004						
	Country: US						
	Phone: (212) 682-1106						
	Does the business own or rent its facilities? Rent If other, please provide details:						
5) 6)	Dun and Bradstreet number: 073273294  Federal I.D. Number: 13-6532871  The proposer is a: Corporation (Describe)						
	Does this business share office space, staff, or equipment expenses with any other business?  YES X NO If yes, please provide details:  Please see attached document						
	1 File(s) Uploaded: NDC Affiliates IRS EINs (002).pdf						
_	Does this business control one or more other businesses?  YES X NO If yes, please provide details:  Please see attached document						
	1 File(s) Uploaded: NDC Affiliates IRS EINs (002).pdf						
9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  YES X NO If yes, please provide details:						

Page 1 of 6

	eady attached
other governme YES N	er ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any nt entity terminated?  O X If yes, state the name of bonding agency, (if a bond), date, amount of bond such cancellation or forfeiture: or details regarding the termination (if a contract).
Has the propose YES NO	er, during the past seven years, been declared bankrupt?  O X If yes, state date, court jurisdiction, amount of liabilities and amount of assets
been the subject prosecuting or in business been the local prosecuting on behalf of an a YES	rears, has this business and/or any of its owners and/or officers and/or any affiliated busines to fa criminal investigation and/or a civil anti-trust investigation by any federal, state or local expective agency? And/or, in the past 5 years, have any owner and/or officer of any affiliatine subject of a criminal investigation and/or a civil anti-trust investigation by any federal, stated or investigative agency, where such investigation was related to activities performed at, for affiliated business.  Description:    X
been the subject	ars, has this business and/or any of its owners and/or officers and/or any affiliated business tof an investigation by any government agency, including but not limited to federal, state and agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business tof an investigation by any government agency, including but not limited to federal, state and agencies, for matters pertaining to that individual's position at or relationship to an affiliated
been the subject local regulatory a business. YES NO	

	umstances and corrective action taken.
4) 1	a the proof 5 versor have convicted affective as here as a similar of
YE	n the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  NO X If yes, provide details for each such investigation, an explanation of the
	y at present the second of the explanation of the
Circ	umstances and corrective action taken.
L-	
e) li	the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES	NO X If yes, provide details for each such investigation, an explanation of the
	umstances and corrective action taken.
Circ	diffications and corrective action taken.
J., 41	
ın tr	ne past (5) years, has this business or any of its owners or officers, or any other affiliated business had a
san	ction imposed as a result of judicial or administrative proceedings with respect to any professional license
held	
YES	The state of the s
CITC	umstances and corrective action taken.
L	Projection of the Control of the Con
ane	NO X If yes, provide details for each such year. Provide a detailed response to all
que	NO X If yes, provide details for each such year. Provide a detailed response to all stions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the stionnaire.
que que	NO X If yes, provide details for each such year. Provide a detailed response to all stions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the
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Con	NO X If yes, provide details for each such year. Provide a detailed response to all stions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the stionnaire.
que	NO X If yes, provide details for each such year. Provide a detailed response to all stions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the stionnaire.  flict of Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please express
Con	NO X If yes, provide details for each such year. Provide a detailed response to all stions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the stionnaire.  flict of Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please express state "No conflict exists."
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Con	NO X If yes, provide details for each such year. Provide a detailed response to all stions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the stionnaire.  flict of Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please express state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a confl of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
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Que	NO X If yes, provide details for each such year. Provide a detailed response to all stions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the stionnaire.  flict of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please express state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict 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 Conflicts 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 Conflicts Exists

	interest would not exist for your firm in the future.  Each employee has to complete and sign a conflict of interest form. Please see form attached.
	1 File(s) Uploaded: Conflict of Interest Policy - NDC.pdf
exp	ude a resume or detailed description of the Proposer's professional qualifications, demonstrating extensi erience in your profession. Any prior similar experiences, and the results of these experiences, must be ntified.
Hav YES	re you previously uploaded the below information under in the Document Vault?  NO X
Is th	ne proposer an individual?  NO X Should the proposer be other than an individual, the Proposal MUST include:
i)	Date of formation; 05/08/1972
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.
	None- Company is a non-profit
iii)	als with a financial interest in the company have been attached  Name, address and position of all officers and directors of the company. If none, explain.
iii)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached
iii)	Name, address and position of all officers and directors of the company. If none, explain.
iii)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);
iii) iicers a	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;
iii) iicers a iv)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;
iii) iicers a	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;  75  Annual revenue of firm;  22593000
iii) iicers a iv)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;  75  Annual revenue of firm;
iii) iicers a iv) v) vi)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;  75  Annual revenue of firm;  22593000  Summary of relevant accomplishments
iii) iicers a iv) v) vi) vii)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;  75  Annual revenue of firm;  22593000  Summary of relevant accomplishments  Detailed information is provided in the proposal

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

Detailed information is provided in the proposal

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	Town of Babylon		
Contact Person	Tom Dolan		
Address	47 W Main Street		
City	Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 587-3752		
Fax#	(631) 957-4254		
E-Mail Address	tdolan@townofbabylon.com		

Company	Suffolk County				
Contact Person	Pat Latino 100 Veterans Memorial Highway, 10 floor				
Address					
City	Hauppauge		NY		
Country	US				
Telephone	(631) 853-6330				
Fax#	(631) 853-4767				
E-Mail Address	patricia.latino@suffolkcountyny.gov	K.I			

Islip IDA		
William Mannix		
40 Nassau Avenue		
Islip	State/Province/Territory	NY
US		<del>*************************************</del>
(631) 224-5512		
1910		
wmannix@islipny.gov		
	William Mannix 40 Nassau Avenue Islip US (631) 224-5512	William Mannix 40 Nassau Avenue Islip State/Province/Territory US (631) 224-5512

I, Janet Thomas , hereby acknowillfully or fraudulently made in connection with this form may result in rend	owledge that a materially false statement
any affiliated entities non-responsible, and, in addition, may subject me to	
I, Janet Thomas , hereby certify items contained in this form; that I supplied full and complete answers to eak nowledge, information and belief; that I will notify the County in writing of a the submission of this form; and that all information supplied by me is true to and belief. I understand that the County will rely on the information supplied enter into a contract with the submitting business entity.	any change in circumstances occurring after of the best of my knowledge, information
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY I QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUS WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN AD MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	SINESS ENTITY NOT RESPONSIBLE
Name of submitting business: National Development Council	
Electronically signed and certified at the date and time indicated by: Janet Thomas [JTHOMAS@NDCONLINE.ORG]	
Deputy CFO	
Title	
02/03/2020 09:56:23 AM	
Date	

## Appendix 2

## NDC Affiliates ~ IRS EIN #s

NDC Housing & Economic Development Corporation	11-2933129
Grow America Fund Inc.	13-3641265
HEDC New Markets, Inc.	38-3646931
NDC Support I, Inc.	13-4156877

## NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.

#### STATEMENT OF EMPLOYEES

I for Community Development, Inc. ("NDC"), a by the Internal Revenue Service as an le Internal Revenue Code, has adopted a Duty of (collectively "Policy") applicable to all al Development Council apply to NDC and its itation HEDC and its subsidiaries and affiliates, acets and Grow America Fund (hereinafter
have a duty of loyalty and must avoid any sults in a conflict of interest or even the so with or may interfere with the independent. I further acknowledge that I am an employee of the true as an employee of NDC.
ll material respects.
y or any of the duties set forth in the Policy that I subject to discipline, including termination of
Date

#### **Duty of Loyalty Policy**

#### Duty of Loyalty: The Employee Must Present Opportunities to NDC

NDC employees owe a duty of loyalty to NDC to advance NDC's interests whenever the opportunity arises and refrain from behaving in a manner in derogation of NDC's interests. NDC employees are prohibited from diverting, directly or indirectly, for their personal benefit any opportunity that is available to NDC. NDC employees, further, are prohibited from directly or indirectly competing with NDC.

Because NDC trusts its employees and expects them to be creative, there may be many contexts where the employee will recognize an opportunity that could be developed, e.g., the rehabilitation of a multifamily rental facility. The employee is required promptly to disclose this opportunity to NDC (as opposed to, for example, referring the opportunity to a third party in return for personal gain, a fee or other consideration.) It is not only unethical for an employee to divert opportunities from his or her employer. It is illegal.

NDC takes very seriously the duty of the employee to be loyal to NDC. Employees who violate this provision may be subject to discipline including, but not limited to, termination of employment. NDC employees also may be subject to prosecution and payment of damages to NDC.

#### **Conflict of Interest Policy**

#### A. Avoidance of Conflicts of Interest

Employment with the NDC carries with it a responsibility to abide by proper ethical conduct. Employees should refrain from taking part in, or exerting influence in, any activity in which their own interest may conflict with the best interest of the NDC.

NDC employees must avoid any action, investment, association or other situation that results in a conflict of interest that interferes or may interfere with the independent exercise of judgment in NDC's best interest. Even the appearance of a conflict of interest is to be avoided.

Employees are therefore prohibited from activities including but not limited to providing technical advice or making, directly or indirectly, investments that create, or that have the appearance of creating a conflict of interest between the employee and NDC, its customers, clients, development partners, or suppliers. Included in this policy is the use of private or confidential information related to NDC's business transactions used by employees for personal gain through employee actions or investments on behalf of the employee, relatives, friends or acquaintances.

#### **B.** Financial Interest

Any employee of NDC who has a direct or indirect "financial interest," defined below, in or with any "person" (entity or individual) with which NDC has or may have a relationship, a transaction or arrangement or is negotiating in connection with a transaction or arrangement, shall be deemed to have a conflict of interest which shall be avoided at all times. An employee has a "financial interest" if the employee has, directly or indirectly, through business, investment or family —

- a. an ownership or investment interest in any person or in the geographic territory of a person with which NDC has a relationship, transaction or arrangement, or
- b. a compensation arrangement with any person or in the geographic territory of a person with which NDC has a relationship, transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any person or in the geographic territory of a person with which NDC is negotiating a relationship, transaction or arrangement. For example, if the employee has the expectation of resigning from NDC and becoming employed by or affiliated with such a person, this results in a conflict of interest.

"Compensation" includes direct and indirect remuneration, as well as gifts or favors, benefits, perquisites, reimbursements for personal expenses, and entitlements relating to personal uses of property.

While it is not possible to outline all of the circumstances that would be considered unethical, the following are examples of conflicts of interest:

- 1. Simultaneous employment with the NDC and current or potential client, partner, competitor, or supplier.
- 2. Carrying on NDC business with a firm in which the employee, or a close relative of the employee, has ownership or other economic interest.
- 3. Borrowing money from client, other than recognized loan institutions from which NDC buys services, materials, equipment, or supplies.
- 4. Accepting substantial gifts or excessive entertainment from clients, suppliers or competitors.
- 5. Participating in civic or professional organizational activities in a manner whereby confidential NDC information is divulged.
- 6. Misusing privileged information or revealing confidential data to outsiders.
- 7. Using one's position with NDC or knowledge of its affairs for outside personal gain.

#### C. Duty to Disclose

Any actual or possible conflicts of interest or possible direct or indirect conflicts of interest on the part of any employee must be fully disclosed in writing to the Human Resources Director. Such disclosure shall include the existence and nature of his or her financial interest giving rise to the actual or possible conflict of interest. If a conflict of interest is fully disclosed, NDC may be able to take prophylactic measures to resolve it. If it is not disclosed, the employee is in breach of his or her duties to NDC and is subject to discipline, including termination of employment.

NDC recognizes and respects the right of NDC personnel to engage in activities outside his or her employment or other association with NDC that do not conflict with NDC's interests. Any questions regarding the application of this policy should be directed to your supervisor or the Human Resources Director.

## **National Development Council**

## List of Officers

NAMES	ADDRESSES
Daniel Marsh III.  President and CEO	5 Cedar Street Mashpee, MA 06249
Gertrude Scriven - Director Human Resources Treasurer - NDC Board	1064 Halsey Street Brooklyn, NY 11207
Adam Ennis Chief Financial Officer	658 N Country Club Road Brevard, NC 28712
Saundra Hudson Chairwoman – NDC Board	7 Pinebrook Ct. Edwardsville, IL 62025
Seth Bongartz Secretary – Finance Committee	PO Box 1407 Manchester Center, VT 05255

### Appendix 2

## NDC Affiliates ~ IRS EIN #s

NDC Housing & Economic Development Corporation	11-2933129
Grow America Fund Inc.	13-3641265
HEDC New Markets, Inc.	38-3646931
NDC Support I, Inc.	13-4156877

#### COUNTY OF NASSAU

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

Name of the Entity: National Development	opment Council			
Address: 1 Battery Park Plaza, Suite 7	710			
City: New York	State/Province/Territory:	NY	Zip/Postal Code:	10004
Country: US				
2. Entity's Vendor Identification Number:	13-6532871			
3. Type of Business: Other	(specify)	Corporation		
4. List names and addresses of all princip body, all partners and limited partners, all officers of limited liability companies (attach	l corporate officers, all partie	es of Joint Vent	pard of Directors or courses, and all members	omparable s and
1 File(s) uploaded National Development	Council List of Officers 201	9 a.docx		
No principals have been attached to this form	1.			
5. List names and addresses of all shareh individual, list the individual shareholders. 10K in lieu of completing this section.	nolders, members, or partne /partners/members. If a Pub	rs of the firm. If licly held Corpo	the shareholder is no oration, include a copy	ot an y of the
If none, explain.  There are no shareholders; NDC is a non	-profit			
No shareholders, members, or partners have 6. List all affiliated and related companies "None"). Attach a separate disclosure for performance of this contract. Such disclosure previously disclosed that participate in the	and their relationship to the m for each affiliated or subs sure shall be updated to incl	idiary company ude affiliated o	that may take part in	the
Please see attachment but these entities	will not participate in the pe	rformance of th	e contract	
1 File(s) uploaded NDC Affiliates IRS EIN				
7. List all lobbyists whose services were used in the term "lobbyist" means any art to influence - or promote a matter before legislators or committees, including but no Commission. Such matters include, but a property subject to County regulation, property subject to County regulation, property of the County regulation.	utilized at any stage in this nond every person or organizate. Nassau County, its agencient limited to the Open Space re not limited to, requests for curements. The term "lobby	tion retained, e es, boards, con e and Parks Ad r proposals, de rist" does not in	mployed or designate nmissions, departmer visory Committee and velopment or improve clude any officer, dire	ed by any client of heads, I Planning ement of real ector, trustee,
Are there lobbyists involved YES NO X	d in this matter?			
(a) Name, title, business ad None	ddress and telephone numb	er of lobbyist(s)	t.	
(b) Describe lobbying activ	ity of each lobbyist. See bel	ow for a comple	ete description of lobb	oying activities

None

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

None

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

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

Electronically signed and certified at the date and time indicated by: Janet Thomas [JTHOMAS@NDCONLINE.ORG]

Dated:

02/04/2020 02:21:13 PM

Title:

Deputy CFO

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.

# National Development Council

## List of Officers

	<u>ADDRESSES</u>
NAMES III	5 Cedar Street Mashpee, MA 06249
Daniel Marsh III President and CEO	
Gertrude Scriven	1064 Halsey Street Brooklyn, NY 11207
Director Human Resources Treasurer – NDC Board	
Adam Ennis Chief Financial Officer	658 N Country Club Road Brevard, NC 28712
Saundra Hudson Chairwoman – NDC Board	7 Pinebrook Ct. Edwardsville, IL 62025
Seth Bongartz Secretary – Finance Committee	PO Box 1407 Manchester Center, VT 05255

#### Appendix 2

## NDC Affiliates ~ IRS EIN #s

NDC Housing & Economic Development Corporation	11-2933129
Grow America Fund Inc.	13-3641265
HEDC New Markets, Inc.	38-3646931
NDC Support I, Inc.	13-4156877

	·	

# COMMUNITY DEVELOPMENT BLOCK GRANT and HOME INVESTMENT PARTNERSHIPS AGREEMENT

### BETWEEN THE COUNTY OF NASSAU

#### AND

### NATIONAL DEVELOPMENT COUNCIL

### AMENDMENT NO. ONE

### WITNESSETH:

WHEREAS, pursuant to County contract number CQHI20000017 between the County and National Development Council (NDC), executed on behalf of the County on May 15, 2020 (the "Original Agreement"), the Subrecipient performs certain activities for the County in connection with Community Development Block Grant Program (CDBG) and HOME Investment Partnerships (HOME) programs, which activities are more fully described in the Original Agreement (see the "Activities");

WHEREAS, the term of the Original Agreement was from April 1, 2019 and terminate on March 31, 2022 (the "Original Term");

WHEREAS, the County and the Subrecipient desire to amend the Exhibit A and Budget set forth in the budget attached as Amended Exhibit A and Amended Budget in order to undertake eligible community development activities.

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

- 1. <u>Maximum Amount</u>. The Maximum Amount in the Agreement as Amended shall be increased by Two Hundred and Fifty Thousand (\$250,000.00), so that the maximum amount that the County shall pay to the Subrecipient as full consideration for all Activities provided under the Amendment shall be Five Hundred Fifty Thousand Dollars (\$550,000) (the "Amended Maximum Amount") as reflected in the Amended Exhibit A, attached hereto.
- 2. <u>Budget</u>. The budget referred to in **Exhibit A** annexed to the Original Agreement and any amendment thereafter is hereby amended by the terms of this Amendment as set forth in Amended **Exhibit A** attached hereto (the "<u>Amended Budget</u>").

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

	NATIONAL DEVELOPMENT COUNCIL
	Ву:
	Name: MANGH III
	Title: MASTONITE CAD
	Date: 6/29/2020
	NASSAU COUNTY
	By: Sugnin
	Name: Evlyn Tsimis
	Title: Deputy County Executive
	Date: 9-10, 20
DI TIA	
	SE EXECUTE IN <u>BLUE</u> INK
STATE OF NEW YORK) KLW 4 951/	
COUNTY OF WASSAU)	
of MATL Nevelop. Counce, the not-fo instrument; and that he/she signed his/her nan corporation.	ne thereto by authority of the Board of Directors of said    Verlage   State     NOTARY PUBLIC
STATE OF NEW YORK )	NOTARY PUBLIC, State of New York
COUNTY OF NASSAU	0.000079
On the 10 day of September in the	- Pies November 23, 20 01/
Nassau; that he/she is the Denuty Course to	rn, did depose and say that he/she resides in the County of executive of the County of Nassau, the municipal
	Jacob March
LAURA J VIGLIOTTI	NOTARY PUBLIC

### Exhibit A

### Amended Budget and Scope of Services

BUDGET.....\$550,000.00

### SCOPE OF SERVICES

- 1. Assistance to the County in the design, implementation and monitoring of the financial elements of capital improvement plans and physical development of such projects as may be referred to Contractor by OCD or Nassau County. These services will include an overall evaluation of all funding sources presently available to the County, including internally generated funds, debt financing, leasing, federal or state grants, federal or state tax credit programs, private sources and various combinations of all those sources.
- 2. Review and evaluate projects being considered by OCD and/or Nassau County for economic and housing development assistance. Services may include:
  - a. Evaluating sponsor/developer experience and capacity
  - b. Financial review and structuring of deals
  - c. Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
  - d. Advice on tax credit equity sources, requirements and structuring
  - e. Identification of other funding sources when required
  - f. Assistance with development issues during pre-development and development stages
  - g. Advice on program regulation issues.
- 3. Provide technical support and/or financial analysis to OCD and/or Nassau County with respect to its economic and housing development program proposals.
- 4. Provide technical assistance and advocacy in the County's efforts to seek funding and/or leverage existing resources through governmental programs including, but not limited to:
  - a. Federal Resources
    - (1) Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.
    - (2) HUD Section 108 loans,
    - (3) U.S. Community Development Financial Institution (CDFI) Fund
    - (4) U.S. Department of Commerce Economic Development Administration.
    - (5) U.S. Environmental Protection Agency Brownfields Program, including Targeted Assessments, the Supplemental Pilot Program and the Brownfields Revolving Loan Fund.
    - (6) U.S. Small Business Administration Section 7(a), Section 504 and Microenterprise programs.
    - (7) New Markets Tax Credits.
    - (8) Opportunity Zone Funding
  - b. State of New York Resources
    - (1) Empire State Development Corporation (ESDC).
    - (2) New York Science Technology and Research (NYSTAR).

- (3) New York State Homes and Community Renewal (HCR)
- (4) New York State Department
- (5) New York State Department of Environmental Conservation
- (6) Other: Federal Home Loan Bank Affordable Housing Program and Community Investment Program.
- 5. Review the OCD and/or County's established economic development and/or housing development programs, including but not limited to:
  - a. Section 108 Loan Guarantee Program
  - b. Community Development Block Grant (CDBG) Program
  - c. HOME Investment Partnerships (HOME) Program

Such review will address the following items:

- (1) Eligibility criteria.
- (2) Developer capacity
- (3) Underwriting criteria.
- (4) Program documents,
- (5) Internal administration of application and approval processes.
- 6. Establish the County's participation in "HEDC New Markets," a designated Community Development Entity (CDE) through which New Markets Tax Credits (NMTC) will flow to investors of qualified community development projects that benefit low- to moderate-income people in Nassau County.
- 7. Provide the County with other related economic and housing development services. alone and/or via authorized sub-contractors, including but not limited to the NDC Community Impact Loan Fund. These services may include, but are not limited to:
  - a. Establishing a joint venture program between Nassau County and Contractor for industrial and commercial development projects through Community Development Group, Inc. (CDG).
  - b. Establishing the OCD's and/or the County's participation in Contractor's 501(c)(3) Bond and Donation Program
  - c. Establishing the OCD's and/or the County's participation in Contractor's Corporate Equity Fund, a syndicated investment pool that provides equity to eligible projects with housing and historic tax credits.
  - d. Establishing the OCD's and/or the County's participation in other programs developed and introduced by Contractor.
  - e. Organize and conduct conferences and training sessions with County employees, municipal subrecipients and current or potential subrecipients: including instruction, materials, marketing, space rental and other costs incidental to such programs.
- 8. Assist the OCD and/or the County in establishing and/or administering a self-sustaining economic development loan pool for County businesses referred for consideration by OCD and/or the County which will satisfy all applicable US SBA requirements and regulations.
- 9. Under the terms of this Agreement, NDC Community Impact Loan Fund (CILF) shall use its lending capacity and staff to make working capital loans to eligible small businesses and

non-profits that meet its underwriting criteria for loans originated under the New York Forward Loan fund (NYFLF). In light of the great uncertainty posed by the impact of Covid-19 shutdowns and the uncharted waters that lay ahead for all on an economic recovery, staff provided by NDC CILF will perform the following services:

- a. Receive and review pre-applications "matched" between Nassau County applicants to the NYFLF and NDC CILF, and subsequently referred to NDC CILF for underwriting,
- b. Assist, when feasible, in packaging the loan (all documentation must be uploaded by applicants to a portal platform),
- c. Obtain as appropriate, NDC CILF approvals,
- d. Close, service, and collect loans in compliance with the policies and procedures of the program,
- e. Perform the fiduciary responsibilities of the corporation
- f. Provide periodic reporting to the Client.
- 10. Under the terms of this Agreement, CILF's lending program in Nassau County will be capitalized with the Grant Funds provided to CILF by the Nassau County OCD. These funds will be used solely for CILF Loans which meet the purposes of job retention or creation, increased investment, addressing the urgent need posed by Covid-19 impact in the County, or the elimination of blight as determined by the Client or its designee.
- 11. Under the terms of this Nassau County will advance funds to the NDC in the amount of \$250,000, in two increments of \$125,000 to capitalize the County's portion of the NYFLF. These advances will be authorized upon receipt by NC OCD of an agreement between NDC and the NYFLF demonstrating NDC's participation in said program. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.

Such investment will be leveraged up to 20 times and create lending capacity for Nassau County businesses of up to \$\$5 million.

The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.

- 12. Contractor will evaluate the existing Section 108 Program and the current loans in the County's portfolio, and provide advice and assistance as needed, including, but not limited to, discussions with HUD staff regarding program reporting and closeout of open loans.
- 13. At the County's election, NDC will provide four (4) scholarships to be used by County staff for attendance in NDC's Economic Development Finance Professional Certification Training Program or provide "in-house" staff training for County personnel.
- 14. ASSIGNMENTS: OCD Director will prioritize assignments and provide regular assignments and inquiries to NDC.

- 15. PAYMENT OF CONSULTING FEES: The contract is a retainer agreement not to exceed \$300,000.00 for the term or \$25,000 per quarter over the three-year term.
- 16. REPORTING: NDC is to provide quarterly reports of work assignments and progress relating to assigned work which is to include the following information
  - a. Project Name: This will identify the specific project, community' or organization served by Nassau OCD.
  - b. Services: Report of services will include a brief description of the project and service provided.
  - c. Eligibility. Statement as to whether the activity was eligible under HOME or CDBG and the basis for such eligibility.

### Appendix L

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

The chief executive officer of the Proposer/Bidder is:
DANIEL MARCH TIT
(Ivame)
ONE BATTHOY PARK PLAZE SUSIZ 710 MM (Address)
217 160/ 1/1
Telephone Number)
The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
In the past five years, Proposer/Bidder 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 by the Proposer/Bidder, describe below:
The state of the s
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
And the second s
Proposer/Bidder. If such a proceeding, action, or investigation has been commenced describe
Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:
Proposer/Bidder. If such a proceeding, action, or investigation has been commenced describe
Proposer/Bidder. If such a proceeding, action, or investigation has been commenced describe
Proposer/Bidder. If such a proceeding, action, or investigation has been commenced describe

				11000	
5.	Proposer/Bidder agrees to permi County representatives for the prince investigating employee complain	urpose of monitoring	compliance with	yroll records by the Living Wa	authorized ge Law and
true, co	y certify that I have read the foregorect and complete. Any statement stated below.	oing statement and, at or representation m	to the best of my ade herein shall	knowledge and be accurate and	belief, it is true as of
Dated	aj acc	Signature of	Chief Executive	Officer	
1\A	VERL MANSH TIL				
	of Chief Executive Officer	undi-			
	day of June 2020	~ ~			
Notary	Public				

GERTRUDE SCRIVEN
NOTARY PUBLIC, State of New York
No. 31-4888579
Qualified in Kings County
Commission Expires November 23, 20



### NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501

Website: http://www.nassaucountyny.gov/agencies/OCD/index.php

**MEMORANDUM TO:** 

Nassau County Comptroller's Office

FROM:

Kevin Crean, Director

SUBJECT:

Allocation of Community Development Block (CDBG) Program Funds, HOME Investment Partnerships (HOME) Program Funds and

Emergency Solutions Grants (ESG) Program Funds

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD).

The Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program, and Emergency Solutions Grant Program regulations allow for funding directly to subrecipients to undertake eligible activities. Funding under the attached contract is awarded in compliance with these regulations through a formal application process initiated by OCD. Funding is determined by a committee and approved by the Nassau County Legislature and HUD through the Nassau Urban County Consortium Annual Action Plan. There is no procurement or competitive bid involved as these are Federal Pass Through dollars.



# COUNTY OF NASSAU OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501 (516) 571-0200

www.nassaucountyny.gov/1524/Office-of-Housing-and-Community-Developm

MEMORANDUM TO:

Robert Cleary, Chief Procurement Officer

FROM:

Kevin Crean, Director

RE:

Community Development Block Grant (CDBG), Community Development Block Grant Coronavirus (CDBG-CV), and the

HOME Investment Partnerships (HOME) Program Delay Memo –

National Development Council

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidated Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD), which includes the HOME Investment Partnerships (HOME) Program.

The National Development Council (NDC) was selected to perform the tasks listed in the contract after the issuance of an Request for Proposals and review of responses. The National Development Council was currently serving in the same role after being selected via a previous RFP. The NDC was unaware that their existing contract was set to expire. NDC had various difficulties in completing the needed Disclosure forms that delayed the approval of the vendor selection by the Office of Procurement. This, in turn, delayed the initial routing of the contract.

The work of the NDC is reviewing financial information related to pending developments of affordable housing in Nassau County is crucial to the proper administration of the HOME Program and the production of much needed affordable housing. Thus, the approval of the contract term is essential.

In June, 2020, after receiving \$8.5 Million in CDBG COVID-19 funding, Nassau County wanted to set up a mechanism to provide small businesses with favorable loans, so they can either reopen or stay in business while the State guidelines did not allow them to re-open. This is called Boost Nassau Program. NDC already had the mechanism in place to undertake the reviewing and processing of loan applications. As OCD already had a contract with NDC, OCD added \$250,000 in CDBG-CV funds to the existing contract for the express purpose of providing loans to struggling Nassau County businesses under the Boost Nassau Program.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2020

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).

t	his certificate does not confer rights	to the cer	rtificate holder in lieu of	such en	dorsement(s	).	require an endorsemen	i. A 3i	atement on
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367		CONTACT Michelle Dyck  PHONE (A/C, No, Ext): 206-607-0957  E-MAIL ADDRESS: Michelle Dyck@ajg.com							
							Be	llevue WA 98009-0367	
							RDING COVERAGE		NAIC#
				INSURE	RA: Federal	Insurance Co	ompany	1	20281
	JRED			INSURE	RB: Chubb II	ndemnity Insi	Jrance Company		12777
	tional Development Council			INSURE	RC:				
	e Battery Park Plaza, Suite 710 Whitehall Street			INSURE	RD:				
	w York NY 10004			INSURE	RE:				
				INSURE	RF:				
CC	VERAGES CER	TIFICAT	E NUMBER: 200609563	5			REVISION NUMBER:		
II C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN, POLICIES	ENT, TERM OR CONDITIO THE INSURANCE AFFOR LIMITS SHOWN MAY HAN	N OF AN'	Y CONTRACT THE POLICIE REDUCED BY I	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO I	WHICH THIS
INSR LTR	TYPE OF INSURANCE	INSD WYD	POLICY NUMBER		POLICY EFF (MM/DDYYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8	
A	X COMMERCIAL GENERAL LIABILITY		35336064		5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1.000	
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	s 1,000	
				1			MED EXP (Any one person)	\$ 10,00	
	<u> </u>						PERSONAL & ADV INJURY	\$ 1,000	
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000	
	POLICY PRO- X LOC						PRODUCTS - COMP/OP AGG	\$2,000	,000
•	AUTOMOBILE LIABILITY		73512244		5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	000
Α	ANY AUTO		73512244		5/1/2020	5/1/2021	(Ea accident) BODILY INJURY (Per person)	\$ 1,000	,000
	OWNED SCHEDULED						BODILY INJURY (Per accident)	s	
	AUTOS ONLY AUTOS NON-OWNED						PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY						(Per accident)	\$	
-	UMBRELLA LIAB OCCUP	-		-			FACU OCCUPRENCE	s	
	EXCESS LIAB OCCUR  CLAIMS-MADE						AGGREGATE	\$	
	CEANNSWADE			1			AGGREGATE	\$	
В	WORKERS COMPENSATION		71656165		5/1/2020	5/1/2021	X PER OTH-		
	AND EMPLOYERS' LIABILITY Y/N		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				E.L. EACH ACCIDENT	\$ 1,000	000
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000	
	DESCRIPTION OF OPERATIONS BEIOW				Antonia de la composição de la composiçã		ELE BIOLINE T. OLIGIT CHILI		
Nas	сиртюй оf operations / Locations / Vehici sau County is Additional Insured for Ge	ES (ACORI neral Liab	o 101, Additional Remarks Schevillity as respects the opera	dule, may be ations of t	attached if more he insured as	space is require required by	ed) written contract		
OF	TICIOATE HOLDED	110111		CANC	ELLATION				
-CI	RTIFICATE HOLDER			OMINO	ELLATION				
	Nassau CountyOffice of Ho Affairs 40 Main Street, 3rd Floor	ousing &	Intergovernmental	ACC	EXPIRATION ORDANCE WIT	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.	NCELL E DEL	ED BEFORE IVERED IN
	Hempsted NY 11550 USA			AUTHORIZED REPRESENTATIVE					

### CHUBB.

### Liability Insurance

### **Endorsement**

Policy Period

MAY 1, 2020 To May 1,2021

Effective Date

MAY 1, 2020

Policy Number

35336064

Insured

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT INC. DBA NATIONAL

Name of Company

FEDERAL INSURANCE COMPANY

Date Issued

**APRIL 15,2019** 

This Endorsement applies to the following forms:

#### GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

#### Who is An insured

CHICLE WAS ARROWS TO THE PROPERTY OF THE PROPE

Additional Insured -Scheduled Person Or Organization Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance
  applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a
  contract or agreement. This limitation does not apply to the liability for damages, loss, cost or
  expense for injury or damage, to which this insurance applies, that the person or organization
  would have in the absence of such contract or agreement.



### CHUBB,

# Liability Endorsement (continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

### **Conditions**

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

### Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED, HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative





# NIFS ID:CLHI20000007 Department: Housing and Intergovernmental

### Capital:

SERVICE: CDBG-CV COVID-19 and HOME

Contract ID #:CQHI20000017 NIFS Entry Date: 22-JUL-20 Term: from 01-APR-19 to 31-MAR-22

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: National Development	Vendor ID#: 13-6532871
Council	C + D I + TI
Address: 1 Battery Park Plaza,	Contact Person: Janet Thomas
Suita 710, 24 Whitaball St	
Suite 710, 24 Whitehall St.	
New York, New York 10004	
	Phone: 212-682-1106

Department:
Contact Name: Kevin Crean
Address: 1 West Street, Suite 365
Mineola, New York 11501
Phone: 516-572-1916

# **Routing Slip**

Department	NIFS Entry: X	17-JUL-20 TDUKES
Department	NIFS Approval: X	27-JUL-20 TDUKES
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	04-AUG-20 IQURESHI
ОМВ	NIFS Approval: X	27-JUL-20 SDEWS
County Atty.	Insurance Verification: X	27-JUL-20 AAMATO
County Atty.	Approval to Form: X	27-JUL-20 MMISRA

СРО	Approval: X	06-AUG-20 KOHAGENCE
DCEC	Approval: X	10-AUG-20 JCHIARA
Dep. CE	Approval: X	17-AUG-20 ETSIMIS
Leg. Affairs	Approval/Review: X	24-AUG-20 GCASTILLO
Legislature	Approval:	
Comptroller	Deputy: X	09-SEP-20 ADALESSIO
NIFA	NIFA Approval:	

## **Contract Summary**

**Purpose:** Administering CDBG-CV Program activities and providing CDBG-CV eligible services satisfactory to the County and consistent with any standards required as a condition for providing CDBG-CV funds.

**Method of Procurement:** The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U. S. Department of Housing and Urban Development.

**Procurement History:** CDBG-CV Regulations allow for the funding directly to subrecipients to undertake eligible activities (24CFR Part 570.503). Funding under the attached contract is awarded in compliance with these regulations through a formal application process initiated by OCD.

**Description of General Provisions:** Activities will include: Community or Non-Profit will undertake CDBG-CV eligible activities listed in the contract.

Impact on Funding / Price Analysis: None 100% Federally Funded

Change in Contract from Prior Procurement:  $\ensuremath{\mathrm{N/A}}$ 

**Recommendation: (approve as submitted)** Approve

### **Advisement Information**

BUDGET CODES		
Fund:	GRT	
Control:	HI	
Resp:	8545	
Object:	500	
Transaction:	103	
Project #:		
Detail:		

RENEWAL		
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 250,000.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 250,000,00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DE ERC	\$ 250,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 250,000.00

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: National Development Council
CONTRACTOR ADDRESS: 1 Battery Pk. Plaza, 24 Whitehall St. Ste 710, NY NY 10004
FEDERAL TAX ID #: 13-6532871
<i>Instructions:</i> 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 sealed bids were received and opened. [#] of
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:
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. I This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 15, 2020 [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 an RFP was issued on February 12, 2019. One proposal was received due to the nature of the services.
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
denartment head describes the proposal and it is 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 grouped to D.
$\square$ A. The contract has been awarded to the proposer offering the lowest cost proposal; <b>OR</b> :
☐ 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 alleged.
superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
FP
V V Pursuant to Everytive Order No. 1 6 1002
V. The 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 sorvices sought or loss than there are
one of two providers of the scriptes soligin of 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.
R. The memorandum explains that the contractor?
B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State great by local-time of a
federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services
required through a New York State Office of General Services contract
no, and the attached memorandum explains how the purchase is
within the scope of the terms of that contract.

□ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.
VI.   This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII.   This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.  VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.
X.   ☐ Vendor will not require any sub-contractors.
<u>In addition</u> , if this is a contract with an individual or with an entity that has only one or two employees:  \[ \sigma 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.
Kevi- J Crean Department Head Signature
7/10/2020 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



### **COUNTY OF NASSAU**

### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

If yes, to what campaign committee?

YES

NO

	nis section must be signed by to the purpose of executing Co	a principal of the consultant, contractor or Vendor authorized as a ontracts.
The undersigned affire his/her knowledge, true		has read and understood the foregoing statements and they are, to
		e contribution(s) to the campaign committees identified above were ise of a governmental benefit or in exchange for any benefit or
, ,	and certified at the date and tir MAS@NDCONLINE.ORG]	me indicated by:
Dated: 01/27/2020	12:14:39 PM	Vendor: National Development Council
		Title: Deputy CFO

Page 1 of 1 Rev. 3-2016



#### COUNTY OF NASSAU

### LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

N/A
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
No
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

Page 1 of 3 Rev. 3-2016

the New York (b), beginning this disclosure committees o	obbyist/lobbying organization or any of its corport State Election Law in (a) the period beginning April 1, 2018, the period beginning two years re, to the campaign committees of any of the for any candidates for any of the following Nass amptroller, the District Attorney, or any County	g April 1, 2016 and 6 prior to the date of ollowing Nassau Cou au County elected o Legislator?	ending on the date of this disclosure, or this disclosure and ending on the date of unty elected officials or to the campaign offices: the County Executive, the County
	that copies of this form will be sent to the Nass the County's website.	sau County Departm	nent of Information Technology ("IT") to
	tand that upon termination of retainer, employr in thirty (30) days of termination.	ment or designation	I must give written notice to the County
	ON: The undersigned affirms and so swears the nd they are, to his/her knowledge, true and acc		and understood the foregoing
	ned further certifies and affirms that the contrib and without duress. threat or any promise of a		
•	signed and certified at the date and time indics [JTHOMAS@NDCONLINE.ORG]	eated by:	
Dated: 01/2	27/2020 12:13:24 PM	Vendor:	National Development Council
		Title:	Deputy CFO

Page 2 of 3 Rev. 3-2016

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation. or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency: the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or ratemaking proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

Page 3 of 3 Rev. 3-2016

### PRINCIPAL QUESTIONNAIRE FORM

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

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

Date of birth:		iel Marsh III					
		0/1951					
Home addres		edar Street	O. 1. /D		144	7: /0	00046
City:	Mashpee	!	State/Pr	ovince/Territory:	MA	_ Zip/Postal Code:	02649
Country:	US						
Dusings Ad	Idroos	Ono	Battery Park Pla	za 24 Whitehall 9	Street 9	Suite 710	
Business Ad-	New York			ovince/Territory:			02649
Country	US			ovinious romany.			
Telephone:	(212) 682	2-1106					
•							
Other preser	nt address(	es):					_
City:			State/Pro	ovince/Territory:		Zip/Postal Code:	
Country:							
Telephone:							
President		01/01/201	ss and starting da 17	Treasurer		•	
Chairman of	Roard	5 P		Shareholder	-		
Chief Exec. (		-		Secretary	-		
Chief Financ				Partner	-		
Vice Preside		-		_	-		
(Other)		-					
(,							
			e business subm	itting the question	naire?		
YES	NO	X If Yes	s, provide details,				
Are there any	y outstandi	ng loans, gu	uarantees or any o	other form of secu	urity or I	ease or any other typ	oe of
contribution r	made in wh	nole or in par	rt between you ar	other form of secu	urity or I ubmittin	ease or any other typing the questionnaire?	oe of
contribution r	made in wh	nole or in par	rt between you ar	other form of secular the business s	urity or l ubmittin	ease or any other typing the questionnaire?	pe of
contribution r	made in wh	nole or in par	uarantees or any or rt between you ar s, provide details.	other form of secu and the business s	urity or l ubmittin	ease or any other typing the questionnaire?	pe of
contribution r	made in wh	nole or in par	rt between you ar	other form of secu nd the business s	urity or I ubmittir	ease or any other typing the questionnaire?	pe of
contribution r	made in wh	nole or in par	rt between you ar	other form of secund the business s	urity or I ubmittir	ease or any other typing the questionnaire?	pe of
contribution r	made in wh	nole or in par X If Yes	rt between you ar s, provide details.	d the business s	ubmittin	g the questionnaire?	
contribution r YES  Within the pa	NO NO	nole or in par  X If Yes	rt between you ar s, provide details.	d the business s	ubmittin	ease or any other typing the questionnaire?	

YES		NO	X	If Yes, provide details.
of any	action ta	ken by	a gove	quired below whether the sanction arose automatically, by operation of law, or as ernment agency. Provide a detailed response to all questions checked "YES". If ppropriate page and attach it to the questionnaire.
				ou and/or any affiliated businesses or not-for-profit organizations listed in Section rincipal owner or officer:
a.	-			ny government agency from entering into contracts with that agency?
	YES [ taken.		NO [	X If yes, provide an explanation of the circumstances and corrective action
	tarton			
b.	Been o	leclared	l in def	fault and/or terminated for cause on any contract, and/or had any contracts
		led for c		
	YES [		NO [	X If yes, provide an explanation of the circumstances and corrective action
	taken.			
C.				ard of a contract and/or the opportunity to bid on a contract, including, but not
	YES		17	neet pre-qualification standards?
	taken.		NO [	X If yes, provide an explanation of the circumstances and corrective action
	taken.			
d.	Been s	usnend	ed by a	any government agency from entering into any contract with it; and/or is any act
	pendin	a that c	ould fo	rmally debar or otherwise affect such business's ability to bid or propose on
u.	contrac			many decade of carrest most such such respect to the or propose of
u.			-	The state of the s
u.	YES [		NO	X If yes, provide an explanation of the circumstances and corrective action
u.			NO [	X If yes, provide an explanation of the circumstances and corrective action

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?

	tionnaire.)
a.	Is there any felony charge pending against you?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective actio taken.
d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other cran element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X If yes, provide an explanation of the circumstances and corrective actio taken.
f,	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO X If yes, provide an explanation of the circumstances and corrective actio 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?

to Que	stion 5, been the	subject of a criminal inve	ast 5 years has any business or organization listed in respons vestigation and/or a civil anti-trust investigation and/or any oth y, including but not limited to federal, state, and local regulator
agenci	<u>es whil</u> e you w <u>er</u>	e a principal owner or off	fficer?
YES	NO	X If yes, provide an	explanation of the circumstances and corrective action taken
In that	oast 5 years, hav	e you or this business, o	or any other affiliated business listed in response to Question I or administrative proceedings with respect to any profession

Page 4 of 5

I, Daniel Marsh III willfully or fraudulently made in connection with this form m	, hereby acknowledge that a materially false st	
any affiliated entities non-responsible, and, in addition, ma		ility and/or
I, Daniel Marsh III items contained in this form; that I supplied full and comple knowledge, information and belief; that I will notify the Cou after the submission of this form; and that all information so information and belief. I understand that the County will rel inducement to enter into a contract with the submitting bus	nty in writing of any change in circumstances occ upplied by me is true to the best of my knowledge y on the information supplied in this form as addi	y curring e,
CERTIFICATION  A MATERIALLY FALSE STATEMENT WILLFULLY OR FF QUESTIONNAIRE MAY RESULT IN RENDERING THE SI WITH RESPECT TO THE PRESENT BID OR FUTURE BI	JBMITTING BUSINESS ENTITY NOT RESPON	ISIBLE
MAKING THE FALSE STATEMENT TO CRIMINAL CHAR	GES.	
National Development Council		
Name of submitting business		
Electronically signed and certified at the date and time indinated Marsh III [DMARSH@NDCONLINE.ORG]	cated by:	ψ
President & CEO		
Title		
07/07/2020 02:42:03 PM		
Date		

Rev. 3-2016

Page **5** of **5** 

### 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

Principal Name:	Gertrude						
Date of birth:	08/15/194						
Home address:	189 Bridge	e Street, Apt	3B				
City: Bro	ooklyn		State/Province	ce/Territory:	NY	Zip/Postal Code:	11201
Country: US	3						
Business Addres	ss:	One Batte	y Park Plaza, S	Suite 710			
City: Ne	ew York		State/Province		NY	Zip/Postal Code:	10004
Country US	3		7				
Telephone: 21	26821106						
Other present ad	ldress(es):						
	w York		State/Province	re/Territory:	NY	Zip/Postal Code:	10004
Country: US			_ Ctaton Tovin	sorronniory.		_ 219/1 03ta1 00d0.	10001
	26821106						
List of other addr	esses and te	elephone nur	nbers attached				
Positions held in	submitting b	ousiness and	starting date of	each (check	all ann	licable)	
	3				. a.i app		
President	-			Treasurer	08/0	01/1984	
Chairman of Boa				Shareholder			
Chief Exec. Office	_			Secretary			
Chief Financial O	officer			Partner	_		
Vice President	-						
(Other)							
Do you have an e	equity interes	st in the busi	ness submittind	the auestion	naire?		
YES N		If Yes, provi	_	, 4			
Are there any out	tstanding loa	ıns, quarante	es or any other	form of secu	ıritv or le	ease or any other tyr	ne of
						ease or any other typg the questionnaire?	
contribution made	e in whole or	r in part betw	een you and th			ease or any other typg the questionnaire?	
contribution made	e in whole or		een you and th				
contribution made	e in whole or	r in part betw	een you and th				
contribution made	e in whole or	r in part betw	een you and th				
contribution made YES No	e in whole or O X	r in part betw If Yes, provi	een you and th de details.	e business s	ubmittin	g the questionnaire?	
YES NO	e in whole or O X  years, have	r in part betw If Yes, provi	een you and the de details.	e business s	ubmittin		
contribution made YES No	e in whole or O X  years, have e submitting	r in part betw If Yes, provi	een you and the de details.  principal owner inaire?	e business s	ubmittin	g the questionnaire?	

YES		NO	X		If Yes, p	rovide detai	ls.						
of any	action ta	aken by	a go	overi	nment ag	w whether the ency. Providual page and at	de a detail	ed respo	nse to a	II questic	operat	ion of la ecked "Y	w, or as 'ES". If
						any affiliate ner or office		ses or no	t-for-pro	fit organi	zations	s listed i	n Sectio
a.						ent agency		ring into	contract	s with th	at agei	ncy?	
	YES taken.	1143	NO	- Princes		es, provide							e action
	taken.												
b.	Been	declare	ed in o	defa	14 14					and/or h	ad anv		
					uit and/oi	terminated	for cause	on any o	ontract,	anu/or r	iau aiij	/ contrac	cts
	cance	lled for	caus		uit and/oi	terminated	for cause	on any o	ontract,	anu/or r	iau ariy	/ contrac	cts
	cance YES	lled for	caus NO			terminated es, provide							
			1										
	YES		1										
	YES		1										
	YES		1										
0	YES taken.		NO	se?	X If y	es, provide	an explan	ation of t	he circui	nstance	s and c	correctiv	e actior
C.	YES taken.	denied	NO the a	se?	X If y	es, provide	an explan	ation of t	he circui	nstance	s and c	correctiv	e actior
C.	YES taken.  Been limited	denied	the a	se?	X If y	es, provide	an explan r the oppo	ation of t	he circui	nstance:	s and c	ding, bu	e action
C.	YES taken.  Been limited YES	denied I to, fai	NO the a	se?	X If y	es, provide	an explan r the oppo	ation of t	he circui	nstance:	s and c	ding, bu	e action
C.	YES taken.  Been limited	denied I to, fai	the a	se?	X If y	es, provide	an explan r the oppo	ation of t	he circui	nstance:	s and c	ding, bu	e action
C.	YES taken.  Been limited YES	denied I to, fai	the a	se?	X If y	es, provide	an explan r the oppo	ation of t	he circui	nstance:	s and c	ding, bu	e action
C.	YES taken.  Been limited YES	denied I to, fai	the a	se?	X If y	es, provide	an explan r the oppo	ation of t	he circui	nstance:	s and c	ding, bu	e action
C.	Been limited YES taken.	denied I to, fai	the a	se?	X If y	es, provide ntract and/o nalification ses, provide	an explan r the oppo tandards? an explan	rtunity to	he circui	nstance:	t, inclu	ding, bu	e action
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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?

Page 2 of 5 Rev. 3-2016

	le thorn one follows the constraint of the const
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you?  YES NO X 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 crim an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
d.	an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action
d. e.	an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action
	an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide an explanation of the circumstances and corrective action

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?

Page 3 of 5

I	YES NO X If yes, provide an explanation of the circumstances and corrective action take
	n addition to the information provided, in the past 5 years has any business or organization listed in response Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any of the organization by any government agency, including but not limited to federal, state, and local regulating entires while you were a principal owner or officer?
1	'ES NO X If yes, provide an explanation of the circumstances and corrective action take
	n the past 5 years, have you or this business, or any other affiliated business listed in response to Question and any sanction imposed as a result of judicial or administrative proceedings with respect to any profession cense held?
1	ad any sanction imposed as a result of judicial or administrative proceedings with respect to any professio cense held?
[	ad any sanction imposed as a result of judicial or administrative proceedings with respect to any professio cense held?

Rev. 3-2016

Page 4 of 5

I, Gertrude Scriven , 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, Gertrude Scriven , 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.
NDC
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Gertrude Scriven [GSCRIVEN@NDCONLINE.ORG]
Director
Title
07/02/2020 03:17:40 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

Date of bir Home add	rth: 01/03	/1980					
Home add							
i ioilic ada	Iress: 658 N	I Country Clul					
City:	Brevard		State/Pr	rovince/Territory:	NC	Zip/Postal Code:	28712
Country:	US						
Business /	Address:	24 Whi	tehall Street, S	Suite 710			
City:	New York		State/Pr	ovince/Territory:	NY	Zip/Postal Code:	10004
Country	US						
Telephone	e: (212) 682-	1106					
Other pres	sent address(e	s): 35 Wes	st Probart Stre	et, Suite E			
City:	Brevard	-1		ovince/Territory:	NC	Zip/Postal Code:	28712
Country:	US			,			
Telephone		6107					
Positions h	held in submitt	ing business	and starting da	ate of each (chec	k all app	licable)	
President				Treasurer			
1 I COIGCITE							
Chairman	of Board			Shareholder			
Chairman				Shareholder Secretary			
Chief Exec	c. Officer	01/01/2017		Secretary			
Chief Exec Chief Fina	c. Officer incial Officer	01/01/2017					
Chief Exec	c. Officer incial Officer	01/01/2017		Secretary			
Chief Exec Chief Fina Vice Presi (Other)	c. Officer incial Officer ident ive an equity in	terest in the b	ousiness subm provide details.	Secretary Partner nitting the questio	=		
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3 уе	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the pars while you were a principal owner or officer?
YES	NO X If Yes, provide details.
of an	affirmative answer is required below whether the sanction arose automatically, by operation of law, or as y action taken by a government agency. Provide a detailed response to all questions checked "YES". If space, photocopy the appropriate page and attach it to the questionnaire.
	ne past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section hich you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO X If yes, provide 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
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action
	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  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?
	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective action
	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective action
	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective action

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

Page **2** of **5** 

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a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you?  YES NO X 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 criman element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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

Page **3** of **5** Rev. 3-2016

	been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  YES  NO  X  If yes, provide 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 X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action taken.

Page 4 of 5

I, Adam Ennis , 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. Adam Ennis , 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.
MAKING THE FALSE STATEMENT TO CRIMINAL OF MICEO.
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Adam Enins [AENNIS@NDCONLINE.ORG]
Chief Financial Officer
Title
THE
07/02/2020 01:50:29 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

Date of birth:	e: Seth Bor	iyai iz.					
Date of birtil.	09/23/19	54					
Home address	: P.O. Box	1407					
City:	Manchester C	Center	State/Prov	nce/Territory:	VT	Zip/Postal Code:	05255
Country:	US						
Business Addr	ess:	24 Whitel	hall Street				
City:	New York			nce/Territory:	NY	Zip/Postal Code:	10004
Country I	US			,			
Telephone:	212-682-1106	3					
Other present	address(es):	N/A					
City:			State/Provi	nce/Territory:		Zip/Postal Code:	-
Country:				noor ronnory.		_ 2.19/1 00:01 00:00:	-
Telephone:							
List of other ad	ldresses and	telephone nu	umbers attache	ed			
		тогоригоно не	arriboro attaoric	,			
Positions held	in submitting	business and	d starting date	of each (check	all app	licable)	
President				Treasurer			
Chairman of Be	oard —			Shareholder	-		
Chief Exec. Of				Secretary	06/0	01/2005	
SOURCE EXELS OF	11001			Partner	00/0	71/2000	
	Officer						
Chief Financial				- Tararor	-		
Chief Financial Vice President				-			
Chief Financial				- Taraioi	-		
Chief Financial Vice President (Other)  Do you have a	n equity intere				nnaire?		
Chief Financial Vice President (Other)  Do you have a			siness submitti vide details.		nnaire?		
Chief Financial Vice President (Other)  Do you have a	n equity intere				nnaire?		
Chief Financial Vice President (Other)  Do you have a	n equity intere				nnaire?		
Chief Financial Vice President (Other)  Do you have a	n equity intere				nnaire?		
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Chief Financial Vice President (Other)  Do you have at YES  Are there any contribution ma	n equity interest NO X  outstanding loade in whole o	If Yes, pro	vide details.  tees or any oth ween you and	ng the question	ırity or l	ease or any other typ g the questionnaire?	pe of
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Chief Financial Vice President (Other)  Do you have at YES  Are there any of contribution mat YES  Within the past other than the other than	n equity interest NO X  outstanding loade in whole of NO X	If Yes, pro	tees or any oth ween you and vide details.	ng the question er form of secuthe business s	urity or l	g the questionnaire?	

Page 1 of 5

YES	NO X If Yes, provide details.
of any	Firmative answer is required below whether the sanction arose automatically, by operation of law, or a action taken by a government agency. Provide a detailed response to all questions checked "YES". I bace, photocopy the appropriate page and attach it to the questionnaire.
	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Sect ch you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	Dear declared in default and/or terminated for equal an any contract, and/or had any contracts
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
	YES NO X If yes, provide an explanation of the circumstances and corrective action
	taken.
	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not
C.	limited to, failure to meet pre-qualification standards?
	YES NO X 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 ac
d.	Been suspended by any government agency from entering into any contract with it; and/or is any account that could formally debar or otherwise affect such business's ability to bid or propose on
d.	Been suspended by any government agency from entering into any contract with it; and/or is any according that could formally debar or otherwise affect such business's ability to bid or propose on contract?
d.	Been suspended by any government agency from entering into any contract with it; and/or is any account that could formally debar or otherwise affect such business's ability to bid or propose on

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?

Page **2** of **5** Rev. 3-2016

	stionnaire.)
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES NO X 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 crim an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
	YES NO X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action

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?

Page 3 of 5 Rev. 3-2016

to Que	ition to the information provided, in the past 5 years has any business or organization listed in respons stion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any oth investigation by any government agency, including but not limited to federal, state, and local regulato
	es while you were a principal owner or officer?
YES	NO X If yes, provide an explanation of the circumstances and corrective action taken
	past 5 years, have you or this business, or any other affiliated business listed in response to Question
had ar	past 5 years, have you or this business, or any other affiliated business listed in response to Question by sanction imposed as a result of judicial or administrative proceedings with respect to any profession held?  NO X If yes, provide an explanation of the circumstances and corrective action taken

Page **4** of **5** Rev. 3-2016

I, Seth Bongartz , 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, Seth Bongartz , 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.
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Seth Bongartz [SETHBONGARTZ2@GMAIL.COM]
Board Member
Title
01/17/2020 09:51:11 AM
Date

Page 5 of 5 Rev. 3-2016

#### PRINCIPAL QUESTIONNAIRE FORM

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

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

Date of birth: Home addres City: Country:		14047					
City:	7 Din						
		ebrook Ct					
Country:	Edwardsvi	ille	State/Prov	ince/Territory:	IL	_ Zip/Postal Code:	62025
	US						
Business Add	dress:	1 Batter	y Park Plaza, S	uite 710			
City:	New York			ince/Territory:	NY	Zip/Postal Code:	10004
Country	US			-			
Telephone:	21268211	06					
Other presen	t addressle	e).					
City:	Edwardsvi		State/Prov	ince/Territory:	П	Zip/Postal Code:	62025
Country:	US	iie	Otate/110V	inico/renticry.	-112	_ 21p/1 00ta/ 00do.	-02020
Telephone:	61869262	38					
List of other a	addresses a	ınd telephone r	numbers attach	ed			
Positions held	d in submitt	ing business ar	nd starting date	of each (check	k all apr	olicable)	
, comono non	Gab	g = ==				,	
President				Treasurer	-		
Chairman of		06/30/2012		Shareholder			
Chief Exec. C				Secretary	-		
Chief Financi				Partner			
Vice Presider	nt			<u>+</u> 0			
(Other)							
Do you have	an equity ir	nterest in the bu	ısiness submitti	ng the guestio	nnaire?		
YES	_		ovide details.				
Are there any	outstandin	a loans, quarac	ntees or any oth	ner form of sec	uritv or	lease or any other typ	oe of
contribution n	nade in who	ole or in part be	tween you and	the business s	ubmittir	ng the questionnaire?	ı
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CONTINUEDURION	TNO	X If Yes, pr	ovide details.				

YES	NO X If Yes, provide details.
of any	ffirmative answer is required below whether the sanction arose automatically, by operation of law, or a action taken by a government agency. Provide a detailed response to all questions checked "YES". If space, photocopy the appropriate page and attach it to the questionnaire.
	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Secti ich you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency?
	YES NO X If yes, provide an explanation of the circumstances and corrective actio
	taken.
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts
b.	cancelled for cause?
b.	cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action
b.	cancelled for cause?
b.	cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action
b.	cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action
b.	cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not
b. c.	cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  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?
	Cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective actions.
	cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  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?
	Cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective actions.
	Cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective actions.
	Cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective actions.
	Cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been suspended by any government agency from entering into any contract with it; and/or is any account pending that could formally debar or otherwise affect such business's ability to bid or propose on
c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been suspended by any government agency from entering into any contract with it; and/or is any account to pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
c.	Cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.  Been suspended by any government agency from entering into any contract with it; and/or is any account pending that could formally debar or otherwise affect such business's ability to bid or propose on

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?

a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES NO X 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 criman element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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 X 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?

Page 3 of 5 Rev. 3-2016

to Que type of	stion 5, bee investigatio	n the su n by an	on provided, in the past 5 years has any business or organization listed in respor bject of a criminal investigation and/or a civil anti-trust investigation and/or any o y government agency, including but not limited to federal, state, and local regulat principal owner or officer?
YES	NO		
In the pad an license	y sanction ir	, have y nposed	ou or this business, or any other affiliated business listed in response to Quest as a result of judicial or administrative proceedings with respect to any profess If yes, provide an explanation of the circumstances and corrective action ta

Page **4** of **5** Rev. 3-2016

I, Saundra Hudson , 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, Saundra Hudson , 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.  National Development Council
Name of submitting business
Name of submitting business
Electronically signed and certified at the date and time indicated by: Saundra Hudson [SJH95@AOL.COM]
Chairman of the Board
Title
01/14/2020 11:11:11 AM
Date
שמוכ

Page **5** of **5** Rev. 3-2016

#### **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:	01/28/2020
1)	Proposer's Legal Name: National Council for Community Development
2)	Address of Place of Business: 1 Battery Park Plaza, Suite 710
	City: New York State/Province/Territory: NY. Zip/Postal Code: 10004
	Country: US
3)	Mailing Address (if different): _1 Battery Park Plaza, Suite 710
	City: New York State/Province/Territory: NY Zip/Postal Code: 10004
	Country: US
	Phone: (212) 682-1106
,	Does the business own or rent its facilities? Rent If other, please provide details:
4) 5) 6)	Dun and Bradstreet number: _073273294  Federal I.D. Number: _13-6532871  The proposer is a: _Corporation (Describe)
7)	Does this business share office space, staff, or equipment expenses with any other business?  YES X NO If yes, please provide details:  Please see attached document
	1 File(s) Uploaded: NDC Affiliates IRS EINs (002).pdf
8)	Does this business control one or more other businesses?  YES X NO If yes, please provide details:  Please see attached document
	1 File(s) Uploaded: NDC Affiliates IRS EINs (002).pdf
9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  YES X NO If yes please provide details:

Page 1 of 6 Rev. 3-2016

2000	is already attached
other gove	roposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any ernment entity terminated?  NO X If yes, state the name of bonding agency, (if a bond), date, amount of bond n for such cancellation or forfeiture: or details regarding the termination (if a contract).
Has the pr YES	roposer, during the past seven years, been declared bankrupt?  NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets
been the s prosecutin business b local prose on behalf of YES	t five years, has this business and/or any of its owners and/or officers and/or any affiliated business subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local g or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliateen the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state outling or investigative agency, where such investigation was related to activities performed at, for an affiliated business.  NO X If yes, provide details for each such investigation, an explanation of the inces and corrective action taken.
been the s local regulation been the s local regulations business. YES	to 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business subject of an investigation by any government agency, including but not limited to federal, state an atory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business subject of an investigation by any government agency, including but not limited to federal, state an atory agencies, for matters pertaining to that individual's position at or relationship to an affiliated NO X If yes, provide details for each such investigation, an explanation of the notes and corrective action taken.
or during s allegedly o conduct of	urrent or former director, owner or officer or managerial employee of this business had, either before the person's employment, or since such employment if the charges pertained to events that occurred during the time of employment by the submitting business, and allegedly related to the that business:  I that business:  Only charge pending?  NO X If yes, provide details for each such investigation, an explanation of the access and corrective action taken.

Page **2** of **6** Rev. 3-2016

YES	nent of which relates to truthfulness or the underlying facts of which related to the conduct of business?  NO X If yes, provide details for each such investigation, an explanation of the umstances and corrective action taken.
YES	the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  NO X If yes, provide details for each such investigation, an explanation of the umstances and corrective action taken.
YES	the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  NO X If yes, provide details for each such investigation, an explanation of the umstances and corrective action taken.
sand held YES	
fede YES ques	the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicated, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  NO X If yes, provide details for each such year. Provide a detailed response to all stions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the stionnaire.
Conf a)	flict of Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please express state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a confl 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 Conflicts Exists  (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a

Page **3** of **6** Rev. 3-2016

	interest would not exist for your firm in the future.  Each employee has to complete and sign a conflict of interest form. Please see form attached.
	1 File(s) Uploaded: Conflict of Interest Policy - NDC.pdf
exp	ude a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive erience in your profession. Any prior similar experiences, and the results of these experiences, must be attified.
Hav YES	e you previously uploaded the below information under in the Document Vault?  NO X
Is th	ne proposer an individual?  NO X Should the proposer be other than an individual, the Proposal MUST include:
i)	Date of formation; 05/08/1972
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.
	None- Company is a non-profit
iii)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached
	Please see file attached
	Please see file attached and directors from this company have been attached.
fficers a	Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);
fficers a	Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;
iv)	Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;  75  Annual revenue of firm;
iv) v)	Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;  75  Annual revenue of firm;  22593000  Summary of relevant accomplishments
iv) v) vi) vii)	Please see file attached and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx State of incorporation (if applicable); NY The number of employees in the firm; 75 Annual revenue of firm; 22593000 Summary of relevant accomplishments Detailed information is provided in the proposal

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

Detailed information is provided in the proposal

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	Town of Babylon		
Contact Person	Tom Dolan		
Address	47 W Main Street		
City	Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 587-3752		
Fax #	(631) 957-4254		
E-Mail Address	tdolan@townofbabylon.com		

Company	Suffolk County				
Contact Person	Pat Latino Pat Latino				
Address	100 Veterans Memorial Highway, 10 floor				
City	Hauppauge	State/Province/Territory	NY		
Country	US				
Telephone	(631) 853-6330				
Fax #	(631) 853-4767				
E-Mail Address	patricia.latino@suffolkcountyny.gov				

Company	Islip IDA		
Contact Person	William Mannix		
Address	40 Nassau Avenue		
City	Islip	State/Province/Territory	NY
Country	US	•	
Telephone	(631) 224-5512		
Fax#			
E-Mail Address	wmannix@islipny.gov		

Page **5** of **6** Rev. 3-2016

I, Janet Thomas , hereby acknowledge that a materially false states willfully or fraudulently made in connection with this form may result in rendering the submitting business entity any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.						
I, Janet Thomas , 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.						
Name of submitting business: National Development Council						
Electronically signed and certified at the date and time indicated by: Janet Thomas [JTHOMAS@NDCONLINE.ORG]						
Deputy CFO						
Title						
02/03/2020 09:56:23 AM						
Date						

Page **6** of **6** Rev. 3-2016

#### Appendix 2

## NDC Affiliates ~ IRS EIN #s

NDC Housing & Economic Development Corporation	11-2933129
Grow America Fund Inc.	13-3641265
HEDC New Markets, Inc.	38-3646931
NDC Support I, Inc.	13-4156877

#### NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.

#### STATEMENT OF EMPLOYEES

Name:	
Address:	
Current Position/Title:	
not-for-profit New York organization described in Loyalty Policy and a Colemployees of NDC. The subsidiaries and affiliate	nat the National Council for Community Development, Inc. ("NDC"), a corporation recognized by the Internal Revenue Service as an a section 501(c)(3) of the Internal Revenue Code, has adopted a Duty of inflict of Interest Policy (collectively "Policy") applicable to all e policies of the National Development Council apply to NDC and its including without limitation HEDC and its subsidiaries and affiliates, Fund, HEDC New Markets and Grow America Fund (hereinafter s "NDC").
investment, association of appearance of a conflict exercise of my judgment	hat all NDC employees have a duty of loyalty and must avoid any or other situation that results in a conflict of interest or even the of interest that interferes with or may interfere with the independent in NDC's best interest. I further acknowledge that I am an employee of applies to me during my tenure as an employee of NDC.
II. I hereby affirmat	ively state:
a. I have received	d a copy of the Policy.
b. I have read and	d understand the Policy.
c. I agree to comp	ply with the Policy in all material respects.
	nat if I breach the Policy or any of the duties set forth in the Policy that I owe to NDC, I will be subject to discipline, including termination of
Name (Printed)	
Employee Signature	Date

#### **Duty of Loyalty Policy**

#### Duty of Loyalty: The Employee Must Present Opportunities to NDC

NDC employees owe a duty of loyalty to NDC to advance NDC's interests whenever the opportunity arises and refrain from behaving in a manner in derogation of NDC's interests. NDC employees are prohibited from diverting, directly or indirectly, for their personal benefit any opportunity that is available to NDC. NDC employees, further, are prohibited from directly or indirectly competing with NDC.

Because NDC trusts its employees and expects them to be creative, there may be many contexts where the employee will recognize an opportunity that could be developed, e.g., the rehabilitation of a multifamily rental facility. The employee is required promptly to disclose this opportunity to NDC (as opposed to, for example, referring the opportunity to a third party in return for personal gain, a fee or other consideration.) It is not only unethical for an employee to divert opportunities from his or her employer. It is illegal.

NDC takes very seriously the duty of the employee to be loyal to NDC. Employees who violate this provision may be subject to discipline including, but not limited to, termination of employment. NDC employees also may be subject to prosecution and payment of damages to NDC.

#### **Conflict of Interest Policy**

#### A. Avoidance of Conflicts of Interest

Employment with the NDC carries with it a responsibility to abide by proper ethical conduct. Employees should refrain from taking part in, or exerting influence in, any activity in which their own interest may conflict with the best interest of the NDC.

NDC employees must avoid any action, investment, association or other situation that results in a conflict of interest that interferes or may interfere with the independent exercise of judgment in NDC's best interest. Even the appearance of a conflict of interest is to be avoided.

Employees are therefore prohibited from activities including but not limited to providing technical advice or making, directly or indirectly, investments that create, or that have the appearance of creating a conflict of interest between the employee and NDC, its customers, clients, development partners, or suppliers. Included in this policy is the use of private or confidential information related to NDC's business transactions used by employees for personal gain through employee actions or investments on behalf of the employee, relatives, friends or acquaintances.

#### **B.** Financial Interest

Any employee of NDC who has a direct or indirect "financial interest," defined below, in or with any "person" (entity or individual) with which NDC has or may have a relationship, a transaction or arrangement or is negotiating in connection with a transaction or arrangement, shall be deemed to have a conflict of interest which shall be avoided at all times. An employee has a "financial interest" if the employee has, directly or indirectly, through business, investment or family —

- a. an ownership or investment interest in any person or in the geographic territory of a person with which NDC has a relationship, transaction or arrangement, or
- b. a compensation arrangement with any person or in the geographic territory of a person with which NDC has a relationship, transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any person or in the geographic territory of a person with which NDC is negotiating a relationship, transaction or arrangement. For example, if the employee has the expectation of resigning from NDC and becoming employed by or affiliated with such a person, this results in a conflict of interest.

"Compensation" includes direct and indirect remuneration, as well as gifts or favors, benefits, perquisites, reimbursements for personal expenses, and entitlements relating to personal uses of property.

While it is not possible to outline all of the circumstances that would be considered unethical, the following are examples of conflicts of interest:

- 1. Simultaneous employment with the NDC and current or potential client, partner, competitor, or supplier.
- 2. Carrying on NDC business with a firm in which the employee, or a close relative of the employee, has ownership or other economic interest.
- 3. Borrowing money from client, other than recognized loan institutions from which NDC buys services, materials, equipment, or supplies.
- 4. Accepting substantial gifts or excessive entertainment from clients, suppliers or competitors.
- 5. Participating in civic or professional organizational activities in a manner whereby confidential NDC information is divulged.
- 6. Misusing privileged information or revealing confidential data to outsiders.
- 7. Using one's position with NDC or knowledge of its affairs for outside personal gain.

#### C. Duty to Disclose

Any actual or possible conflicts of interest or possible direct or indirect conflicts of interest on the part of any employee must be fully disclosed in writing to the Human Resources Director. Such disclosure shall include the existence and nature of his or her financial interest giving rise to the actual or possible conflict of interest. If a conflict of interest is fully disclosed, NDC may be able to take prophylactic measures to resolve it. If it is not disclosed, the employee is in breach of his or her duties to NDC and is subject to discipline, including termination of employment.

NDC recognizes and respects the right of NDC personnel to engage in activities outside his or her employment or other association with NDC that do not conflict with NDC's interests. Any questions regarding the application of this policy should be directed to your supervisor or the Human Resources Director.

## **National Development Council**

## List of Officers

NAMES ADDRESSES

Daniel Marsh III. 5 Cedar Street

President and CEO Mashpee, MA 06249

Gertrude Scriven 4 1064 Halsey Street

Director Human Resources Brooklyn, NY 11207
Treasurer – NDC Board

Adam Ennis 658 N Country Club Road

Chief Financial Officer Brevard, NC 28712

Saundra Hudson 7 Pinebrook Ct.

Chairwoman – NDC Board Edwardsville, IL 62025

Seth Bongartz PO Box 1407

Secretary – Finance Committee Manchester Center, VT

05255

#### Appendix 2

## NDC Affiliates ~ IRS EIN #s

NDC Housing & Economic Development Corporation	11-2933129
Grow America Fund Inc.	13-3641265
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NDC Support I, Inc.	13-4156877

#### COUNTY OF NASSAU

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

1. Name of the Entity:	National Developmen	nt Council			
Address: 1 Battery F	Park Plaza, Suite 710				
City: New York	Sta	te/Province/Territory:	NY	_ Zip/Postal Code:	10004
Country: US					
2. Entity's Vendor Ident	ification Number: <u>13-6</u>	532871			
3. Type of Business:	Other	(specify)	Corporation		
4. List names and addre body, all partners and li officers of limited liability	mited partners, all corpo	orate officers, all partie	s of Joint Ventu	eard of Directors or course, and all member	omparable s and
1 File(s) uploaded Natio	onal Development Coun	cil List of Officers 2019	a.docx		
No principals have been	attached to this form.				
5. List names and addre individual, list the individ 10K in lieu of completin If none, explain.	dual shareholders/partne	s, members, or partne ers/members. If a Pub	rs of the firm. If licly held Corpo	the shareholder is no ration, include a cop	ot an y of the
There are no sharehold	ers; NDC is a non-profit				
<ol><li>6. List all affiliated and r "None"). Attach a separ performance of this con previously disclosed that</li></ol>	ate disclosure form for e tract. Such disclosure s	each affiliated or subsi hall be updated to incl	diary company ude affiliated or	that may take part in	the
Please see attachment	but these entities will no	ot participate in the per	formance of the	contract	
1 File(s) uploaded NDC	Affiliates IRS EINs (00	2).pdf			
7. List all lobbyists whos "None." The term "lobby to influence - or promote legislators or committee Commission. Such mate property subject to Cou-	vist" means any and eve e a matter before - Nass es, including but not limit ters include, but are not nty regulation, procurem	ery person or organizates au County, its agencies ted to the Open Space limited to, requests for term "lobby	tion retained, er es, boards, com and Parks Adv r proposals, dev ist" does not ind	nployed or designate missions, departmer isory Committee and relopment or improve clude any officer, dire	ed by any client nt heads, I Planning ement of real ector, trustee,
Are there YES	lobbyists involved in the	is matter?			
(a) Name None	title, business address	s and telephone number	er of lobbyist(s):		
(b) Descr	ibe lobbying activity of e	each lobbyist. See belo	ow for a comple	te description of lobb	ying activities.

None

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

None

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

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

Electronically signed and certified at the date and time indicated by: Janet Thomas [JTHOMAS@NDCONLINE.ORG]

Dated:

02/04/2020 02:21:13 PM

Title:

Deputy CFO

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.

# National Development Council

## List of Officers

	<u>ADDRESSES</u>
NAMES  Daniel Marsh III  President and CEO	5 Cedar Street Mashpee, MA 06249
Gertrude Scriven Director Human Resources Treasurer – NDC Board	1064 Halsey Street Brooklyn, NY 11207
Adam Ennis Chief Financial Officer	658 N Country Club Road Brevard, NC 28712
Saundra Hudson Chairwoman – NDC Board	7 Pinebrook Ct. Edwardsville, IL 62025
Seth Bongartz Secretary – Finance Committee	PO Box 1407 Manchester Center, VT 05255

### Appendix 2

## NDC Affiliates ~ IRS EIN #s

NDC Housing & Economic Development Corporation	11-2933129
Grow America Fund Inc.	13-3641265
HEDC New Markets, Inc.	38-3646931
NDC Support I, Inc.	13-4156877

	16		
	×		

#### COMMUNITY DEVELOPMENT BLOCK GRANT and

#### HOME INVESTMENT PARTNERSHIPS AGREEMENT

#### BETWEEN THE COUNTY OF NASSAU

#### AND

#### NATIONAL DEVELOPMENT COUNCIL

#### AMENDMENT NO. ONE

THIS AGREEMENT, dated as of \_\_\_\_\_\_\_ (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Ave, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Office of Community Development, having its principal office at 1 West Street, Suite 365, Mineola, NY 11501 (the "OCD"), and (ii) National Development Council a not-for-profit corporation duly formed under the laws of the State of New York, having its principal office located at 1 Battery Park Plaza – 24 Whitehall Street, Suite 710, New York, NY 10004 (the "Subrecipient").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQHI20000017 between the County and National Development Council (NDC), executed on behalf of the County on May 15, 2020 (the "Original Agreement"), the Subrecipient performs certain activities for the County in connection with Community Development Block Grant Program (CDBG) and HOME Investment Partnerships (HOME) programs, which activities are more fully described in the Original Agreement (see the "Activities");

WHEREAS, the term of the Original Agreement was from April 1, 2019 and terminate on March 31, 2022 (the "Original Term");

WHEREAS, the County and the Subrecipient desire to amend the Exhibit A and Budget set forth in the budget attached as Amended Exhibit A and Amended Budget in order to undertake eligible community development activities.

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

- 1. <u>Maximum Amount</u>. The Maximum Amount in the Agreement as Amended shall be increased by Two Hundred and Fifty Thousand (\$250,000.00), so that the maximum amount that the County shall pay to the Subrecipient as full consideration for all Activities provided under the Amendment shall be Five Hundred Fifty Thousand Dollars (\$550,000) (the "Amended Maximum Amount") as reflected in the Amended Exhibit A, attached hereto.
- 2. <u>Budget</u>. The budget referred to in **Exhibit A** annexed to the Original Agreement and any amendment thereafter is hereby amended by the terms of this Amendment as set forth in Amended **Exhibit A** attached hereto (the "<u>Amended Budget</u>").

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

	NATIONAL DEVELOPMENT COUNCIL
	By:
	Name: DANGEL MARCH III
	Title: PHOSONT & CAD
	Date: 6/29/2020
	NASSAU COUNTY
	By: Sugar
	Name: Evlyn Tsimis
	Title: Deputy County Executive
	Date: 9-10, 20
	PLEASE EXECUTE IN <u>BLUE</u> INK
STATE OF NEW YORK)	
COUNTY OF NASSAU)	
of MATL DEVELOR ANIA	in the year 20 before me personally came of me personally known, who, being by me duly sworn, did depose and say that sain; that he/she is the less for the sain; that he/she is the less for the sain; the not-for-profit corporation described herein and which executed the above his/her name thereto by authority of the Board of Directors of said  **NOTARY PUBLIC**  NOTARY PUBLIC**
STATE OF NEW YORK	GERTOUS
	No. 31-4888579
On the 10 day of Santan	in the year 200 chefore many in the year 200
Nassau; that he/she is the Deput	e duly sworn, did depose and say that he/she resides in the County of y County Executive of the County of Nassau, the municipal aich executed the above instrument; and that he/she signed his/her name are County Government Law of Nassau County.
LAURA J VIGLIOT NOTARY PUBLIC STATE OF LIC. #01VI619078 COMM. EXP. 08/04/2 COMMISSIONED IN NASS	NEW YORK 2 012/2/

#### Exhibit A

#### Amended Budget and Scope of Services

BUDGET......\$550,000.00

#### SCOPE OF SERVICES

- 1. Assistance to the County in the design, implementation and monitoring of the financial elements of capital improvement plans and physical development of such projects as may be referred to Contractor by OCD or Nassau County. These services will include an overall evaluation of all funding sources presently available to the County, including internally generated funds, debt financing, leasing, federal or state grants, federal or state tax credit programs, private sources and various combinations of all those sources.
- 2. Review and evaluate projects being considered by OCD and/or Nassau County for economic and housing development assistance. Services may include:
  - a. Evaluating sponsor/developer experience and capacity
  - b. Financial review and structuring of deals
  - c. Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
  - d. Advice on tax credit equity sources, requirements and structuring
  - e. Identification of other funding sources when required
  - f. Assistance with development issues during pre-development and development stages
  - g. Advice on program regulation issues.
- 3. Provide technical support and/or financial analysis to OCD and/or Nassau County with respect to its economic and housing development program proposals.
- 4. Provide technical assistance and advocacy in the County's efforts to seek funding and/or leverage existing resources through governmental programs including, but not limited to:
  - a. Federal Resources
    - (1) Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.
    - (2) HUD Section 108 loans,
    - (3) U.S. Community Development Financial Institution (CDFI) Fund
    - (4) U.S. Department of Commerce Economic Development Administration.
    - (5) U.S. Environmental Protection Agency Brownfields Program, including Targeted Assessments, the Supplemental Pilot Program and the Brownfields Revolving Loan Fund.
    - (6) U.S. Small Business Administration Section 7(a), Section 504 and Microenterprise programs.
    - (7) New Markets Tax Credits.
    - (8) Opportunity Zone Funding
  - b. State of New York Resources
    - (1) Empire State Development Corporation (ESDC).
    - (2) New York Science Technology and Research (NYSTAR).

- (3) New York State Homes and Community Renewal (HCR)
- (4) New York State Department
- (5) New York State Department of Environmental Conservation
- (6) Other: Federal Home Loan Bank Affordable Housing Program and Community Investment Program.
- 5. Review the OCD and/or County's established economic development and/or housing development programs, including but not limited to:
  - a. Section 108 Loan Guarantee Program
  - b. Community Development Block Grant (CDBG) Program
  - c. HOME Investment Partnerships (HOME) Program

Such review will address the following items:

- (1) Eligibility criteria.
- (2) Developer capacity
- (3) Underwriting criteria.
- (4) Program documents,
- (5) Internal administration of application and approval processes.
- 6. Establish the County's participation in "HEDC New Markets," a designated Community Development Entity (CDE) through which New Markets Tax Credits (NMTC) will flow to investors of qualified community development projects that benefit low- to moderate-income people in Nassau County.
- 7. Provide the County with other related economic and housing development services. alone and/or via authorized sub-contractors, including but not limited to the NDC Community Impact Loan Fund. These services may include, but are not limited to:
  - a. Establishing a joint venture program between Nassau County and Contractor for industrial and commercial development projects through Community Development Group, Inc. (CDG).
  - b. Establishing the OCD's and/or the County's participation in Contractor's 501(c)(3) Bond and Donation Program
  - c. Establishing the OCD's and/or the County's participation in Contractor's Corporate Equity Fund, a syndicated investment pool that provides equity to eligible projects with housing and historic tax credits.
  - d. Establishing the OCD's and/or the County's participation in other programs developed and introduced by Contractor.
  - e. Organize and conduct conferences and training sessions with County employees, municipal subrecipients and current or potential subrecipients: including instruction, materials, marketing, space rental and other costs incidental to such programs.
- 8. Assist the OCD and/or the County in establishing and/or administering a self-sustaining economic development loan pool for County businesses referred for consideration by OCD and/or the County which will satisfy all applicable US SBA requirements and regulations.
- 9. Under the terms of this Agreement, NDC Community Impact Loan Fund (CILF) shall use its lending capacity and staff to make working capital loans to eligible small businesses and

non-profits that meet its underwriting criteria for loans originated under the New York Forward Loan fund (NYFLF). In light of the great uncertainty posed by the impact of Covid-19 shutdowns and the uncharted waters that lay ahead for all on an economic recovery, staff provided by NDC CILF will perform the following services:

- a. Receive and review pre-applications "matched" between Nassau County applicants to the NYFLF and NDC CILF, and subsequently referred to NDC CILF for underwriting,
- b. Assist, when feasible, in packaging the loan (all documentation must be uploaded by applicants to a portal platform),
- c. Obtain as appropriate, NDC CILF approvals,
- d. Close, service, and collect loans in compliance with the policies and procedures of the program,
- e. Perform the fiduciary responsibilities of the corporation
- f. Provide periodic reporting to the Client.
- 10. Under the terms of this Agreement, CILF's lending program in Nassau County will be capitalized with the Grant Funds provided to CILF by the Nassau County OCD. These funds will be used solely for CILF Loans which meet the purposes of job retention or creation, increased investment, addressing the urgent need posed by Covid-19 impact in the County, or the elimination of blight as determined by the Client or its designee.
- 11. Under the terms of this Nassau County will advance funds to the NDC in the amount of \$250,000, in two increments of \$125,000 to capitalize the County's portion of the NYFLF. These advances will be authorized upon receipt by NC OCD of an agreement between NDC and the NYFLF demonstrating NDC's participation in said program. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.

Such investment will be leveraged up to 20 times and create lending capacity for Nassau County businesses of up to \$\$5 million.

The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.

- 12. Contractor will evaluate the existing Section 108 Program and the current loans in the County's portfolio, and provide advice and assistance as needed, including, but not limited to, discussions with HUD staff regarding program reporting and closeout of open loans.
- 13. At the County's election, NDC will provide four (4) scholarships to be used by County staff for attendance in NDC's Economic Development Finance Professional Certification Training Program or provide "in-house" staff training for County personnel.
- 14. ASSIGNMENTS: OCD Director will prioritize assignments and provide regular assignments and inquiries to NDC.

- 15. PAYMENT OF CONSULTING FEES: The contract is a retainer agreement not to exceed \$300,000.00 for the term or \$25,000 per quarter over the three-year term.
- 16. REPORTING: NDC is to provide quarterly reports of work assignments and progress relating to assigned work which is to include the following information
  - a. Project Name: This will identify the specific project, community' or organization served by Nassau OCD.
  - b. Services: Report of services will include a brief description of the project and service provided.
  - c. Eligibility. Statement as to whether the activity was eligible under HOME or CDBG and the basis for such eligibility.

# Appendix L

# Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

	The chief executive officer of the Proposer/Bidder is:  Others  Others
	ONE BATTHARY PARK PLAZA SUBIZ 710 M/M (Address)  212-692-1106 (Telephone Number)
	212 692 - 1106 (Telephone Number)
2.	The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wa. Law, and with all applicable federal, state and local laws.
3.	In the past five years, Proposer/Bidder 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 by the Proposer/Bidder, describe below:
3	
*	
Okto	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
- 5	Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:
1	
1	
1	

5. Proposer/Bidder agrees to County representatives for investigating employee of	or the purpose of m	onitoring compliance	nt payroll records le with the Living V	by authorized Vage Law and
I hereby certify that I have read the true, correct and complete. Any state date stated below.	ne foregoing statem tatement or represe	ent and, to the best ontation made herein	of my knowledge as shall be accurate as	nd belief, it is
Dated	Sign	nature of Chief Exec	utive Officer	
Name of Chief Executive Officer				
Sworn to before me this 240 day of June 1	20_2.c			

GERTRUDE SCRIVEN
NOTARY PUBLIC, State of New York
No. 31-4888579
Qualified in Kings County
Commission Expires November 23, 20



### NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501

Website: http://www.nassaucountyny.gov/agencies/OCD/index.php

**MEMORANDUM TO:** Nassau County Comptroller's Office

FROM: Kevin Crean, Director

SUBJECT: Allocation of Community Development Block (CDBG) Program

Funds, HOME Investment Partnerships (HOME) Program Funds and

Emergency Solutions Grants (ESG) Program Funds

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD).

The Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program, and Emergency Solutions Grant Program regulations allow for funding directly to subrecipients to undertake eligible activities. Funding under the attached contract is awarded in compliance with these regulations through a formal application process initiated by OCD. Funding is determined by a committee and approved by the Nassau County Legislature and HUD through the Nassau Urban County Consortium Annual Action Plan. There is no procurement or competitive bid involved as these are Federal Pass Through dollars.

KEVIN J. CREAN DIRECTOR

LAURA CURRAN COUNTY EXECUTIVE



# COUNTY OF NASSAU OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501 (516) 571-0200

www.nassaucountyny.gov/1524/Office-of-Housing-and-Community-Developm

MEMORANDUM TO: Robert Cleary, Chief Procurement Officer

FROM: Kevin Crean, Director

RE: Community Development Block Grant (CDBG), Community

Development Block Grant Coronavirus (CDBG-CV), and the HOME Investment Partnerships (HOME) Program Delay Memo –

National Development Council

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidated Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD), which includes the HOME Investment Partnerships (HOME) Program.

The National Development Council (NDC) was selected to perform the tasks listed in the contract after the issuance of an Request for Proposals and review of responses. The National Development Council was currently serving in the same role after being selected via a previous RFP. The NDC was unaware that their existing contract was set to expire. NDC had various difficulties in completing the needed Disclosure forms that delayed the approval of the vendor selection by the Office of Procurement. This, in turn, delayed the initial routing of the contract.

The work of the NDC is reviewing financial information related to pending developments of affordable housing in Nassau County is crucial to the proper administration of the HOME Program and the production of much needed affordable housing. Thus, the approval of the contract term is essential.

In June, 2020, after receiving \$8.5 Million in CDBG COVID-19 funding, Nassau County wanted to set up a mechanism to provide small businesses with favorable loans, so they can either reopen or stay in business while the State guidelines did not allow them to re-open. This is called Boost Nassau Program. NDC already had the mechanism in place to undertake the reviewing and processing of loan applications. As OCD already had a contract with NDC, OCD added \$250,000 in CDBG-CV funds to the existing contract for the express purpose of providing loans to struggling Nassau County businesses under the Boost Nassau Program.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2020

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).

this certificate does not confer rights	to the cer	titicate holder in lieu of	CONTA	ACT	-			
PRODUCER Arthur J. Gallagher Risk Managemen	Services	, Inc.	NAME:	Michelle L	-	FAY		
P.O. Box 367		,	(A/C, N	o, Ext): 206-60		FAX (A/C, No):		
Bellevue WA 98009-0367			ADDRE	ss: Michelle	Dyck@ajg.c	om		
				INS	SURER(S) AFFO	RDING COVERAGE		NAIC#
			INSURI	ERA: Federal	Insurance Co	ompany		20281
พรบระช National Development Council			INSURI	ERB: Chubb li	ndemnity Insi	urance Company		12777
One Battery Park Plaza, Suite 710			INSURI	ER C:				
24 Whitehall Street			INSUR	ERD:				
New York NY 10004			INSURI	RE:				
			INSUR	RF:				
COVERAGES CER	RTIFICAT	E NUMBER: 200609563	15			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAIN, POLICIES	NT, TERM OR CONDITIC THE INSURANCE AFFOR LIMITS SHOWN MAY HAV	N OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO I	WHICH THIS
ISR TR TYPE OF INSURANCE	INSD WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
A X COMMERCIAL GENERAL LIABILITY		35336064		5/1/2020	5/1/2021	EACH OCCURRENCE	\$ 1,000,	000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,000,	000
						MED EXP (Any one person)	\$ 10,000	
					) X	PERSONAL & ADV INJURY	\$ 1,000,	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,	
POLICY PRO- X LOC						PRODUCTS - COMP/OP AGG	\$2,000,	
OTHER:							\$	
A AUTOMOBILE LIABILITY		73512244		5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,	000
ANY AUTO						BODILY INJURY (Per person)	\$	
OWNED SCHEDULED						BODILY INJURY (Per accident)	\$	
X HIRED XX NON-OWNED						PROPERTY DAMAGE	s	
AUTOS ONLY AUTOS ONLY						(Per accident)	\$	
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	s	
EXCESS LIAB CLAIMS-MADE	1 1			A.		AGGREGATE	\$	
DED RETENTION\$				11	1	AGGREGATE	\$	
B WORKERS COMPENSATION		71656165		5/1/2020	5/1/2021	X PER OTH-	Ф	
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE				0,1,2020	01112021		£ 1 000	000
OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000	
If yes, describe under						E.L. DISEASE - EA EMPLOYEE		
DESCRIPTION OF OPERATIONS below				-		E.L. DISEASE - POLICY LIMIT	\$ 1,000,	JUU
escription of operations / Locations / Vehic lassau County is Additional Insured for Ge	LES (ACORD eneral Liab	101, Additional Remarks Sche ility as respects the opera	dule, may b ations of t	a attached if more the insured as	e space is require r required by	ed) written contract		
ERTIFICATE HOLDER			CANC	ELLATION				
Nassau CountyOffice of Ho Affairs 40 Main Street, 3rd Floor	ousing & l	ntergovernmental	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.		
Hempsted NY 11550			AUTHOR	RIZED REPRESEN	ITATIVE			
USA			200	/ -				

## CHUBB.

# Liability Insurance

### Endorsement

Policy Period

MAY 1, 2020 To May 1,2021

Effective Date

MAY 1, 2020

Policy Number

35336064

Insured

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT INC. DBA NATIONAL

Name of Company

FEDERAL INSURANCE COMPANY

Date Issued

**APRIL 15,2019** 

This Endorsement applies to the following forms:

#### GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

### Who is An insured

Additional Insured -Scheduled Person Or Organization Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance
  applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a
  contract or agreement. This limitation does not apply to the liability for damages, loss, cost or
  expense for injury or damage, to which this insurance applies, that the person or organization
  would have in the absence of such contract or agreement.



Liability Insurance

## CHUBB,

# Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

### **Conditions**

Other Insurance -Primary, Noncontributory Insurance - Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

### Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative





# NIFS ID:CQHI20000017 Department: Housing and Intergovernmental

# Capital:

SERVICE: CDBG AND HOME SERVICES

Contract ID #:CQHI20000017

NIFS Entry Date: 19-MAR-20

Term: from 01-APR-19 to 31-MAR-22

New	
Time Extension:	
Addl. Funds:	
Blanket Resolution:	
RES#	

1) Mandated Program:	Y	
2) Comptroller Approval Form Attached:		
3) CSEA Agmt. § 32 Compliance Attached:	N	
4) Material Adverse Information Identified? (if yes, attach memo):	N	
5) Insurance Required	Y	

Vendor Info:	
Name: National Development Council	Vendor ID#: 136532871
Address: 1 Battery Park Plaza, 24 Whitehall St., Suite 710 NY, NY 10004	Contact Person: Janet Thomas
	Phone: (212) 682-1106

# **Routing Slip**

Department	NIFS Entry: X	19-MAR-20 TDUKES
Department	NIFS Approval: X	19-MAR-20 TDUKES
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	30-MAR-20 IQURESHI
ОМВ	NIFS Approval: X	29-MAR-20 SDEWS
County Atty.	Insurance Verification: X	19-MAR-20 DGRIPPO
County Atty.	Approval to Form: X	19-MAR-20 DGRIPPO

:PO	Approval: X	01 ADD 20 KOUA CT
DCEC	Approval: X	01-APR-20 KOHAGENCE
Dep. CE		02-APR-20 JCHIARA
	Approval: X	06-APR-20 ETSIMIS
Leg. Affairs	Approval/Review: X	15-APR-20 JSCHANTZ
Legislature	Approval:	10 AT N-20 1- 33CHAN12
Comptroller	Deputy: X	
NIFA		15-MAY-20 JSCHOEN
	NIFA Approval:	

# **Contract Summary**

Purpose: Purpose: Administering CDBG adn HOMEProgram activities and providing CDBG and HOME eligible Services satisfactory to the County and consistent with any standards required as a condition for providing CDBG funds.

Method of Procurement: Method of Procurement:

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development.

Procurement History: Procurement History:

CDBG Regulations allow for the funding directly to subrecipients to undertake eligible activities (24 CFR Part 570.503). Funding under the attached contract is awarded in compliance with these regulations through a formal RFP process initiated by OCD.

Description of General Provisions: Description of General Provisions:

Activities will include: Non-Profit will undertake CDBG and HOME eligible activities listed in contract.

Impact on Funding / Price Analysis: None - 100% Federally Funded

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as Submitted

# **Advisement Information**

BUDO	GET CODES
Fund:	GRT
Control:	HI
Resp:	8444/8545
Object:	500
Transaction:	103
Project #:	
Detail:	

	RENEWAL
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 0.00
Federal	\$ 300,000.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 300,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DE500	\$ 150,000.00
2	DE500	\$ 150,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 300,000.00

☐ D. Pursuant to General Municipal Law Section 119-0, 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

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. D 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.

Kevr J Crean Department Head Signature

3/19/2020

Date

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				a.



### **COUNTY OF NASSAU**

## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES	NO X If yes, to what ca	ampaign committee?
2. VER signato	IFICATION: This section must be signed ry of the firm for the purpose of executing	by a principal of the consultant, contractor or Vendor authorized as a g Contracts.
The und	dersigned affirms and so swears that he/knowledge, true and accurate.	she has read and understood the foregoing statements and they are, to
The und made fr remune	<u>eely and without duress, threat or any pr</u>	t the contribution(s) to the campaign committees identified above were omise of a governmental benefit or in exchange for any benefit or
Electror Janet Ti	nically signed and certified at the date and normas [JTHOMAS@NDCONLINE.ORG]	d time indicated by:
Dated:	01/27/2020 12:14:39 PM	Vendor: National Development Council
		Title: Deputy CFO

The St.				
			H	



### COUNTY OF NASSAU

## LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every

person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are no 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.
N/A
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
No
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None
<ol> <li>Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.</li> </ol>
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

None

7. Has the lobbyist/lobbying organization or any of its conthe New York State Election Law in (a) the period beginn (b), beginning April 1, 2018, the period beginning two year this disclosure, to the campaign committees of any of the committees of any candidates for any of the following Nas Clerk, the Comptroller, the District Attorney, or any Count	ing April 1, 2016 and ars prior to the date of following Nassau Co ssau County elected	ending on the date of this disclosure, or f this disclosure and ending on the date of ounty elected officials or to the campaign
YES NO X If yes, to what campaign cor	mmittee? If none, you	u must so state:
I understand that copies of this form will be sent to the Na be posted on the County's website.	assau County Departr	ment of Information Technology ("IT") to
I also understand that upon termination of retainer, employattorney within thirty (30) days of termination.	syment or designation	I must give written notice to the County
VERIFICATION: The undersigned affirms and so swears statements and they are, to his/her knowledge, true and a		and understood the foregoing
The undersigned further certifies and affirms that the continuous freely and without duress, threat or any promise of remuneration.		
Electronically signed and certified at the date and time inc Janet Thomas [JTHOMAS@NDCONLINE.ORG]	dicated by:	
Dated: 01/27/2020 12:13:24 PM	Vendor:	National Development Council
=	Title:	Deputy CFO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or ratemaking proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

Page 3 of 3 Rev. 3-2016

### PRINCIPAL QUESTIONNAIRE FORM

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

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

	cipal Name;		el Marsh III						
	e of birth:	04/20							
	ne address:	_	dar Street					00040	
City:	: <u>M</u> intry:	ashpee		State/Prov	ince/Territory:	MA_	Zip/Postal Code:	02649	
					0414711111		2 11 740		
	iness Addres				ery Park Plaza, 24 Whitehall Street, Suite 710 State/Province/Territory: NY Zip/Postal Code: 10				
City:		ew York		State/Prov	ince/ i erritory:	NY	_ Zip/Postal Code:	10004	
Cou		10) 000	1100						
l ele	ephone: (2	12) 682	-1106						
	er presen <u>t ac</u>	ddress(e	s):					2	
City	: <u> </u>			State/Prov	rince/Territory:		Zip/Postal Code:		
Cou	intry:								
Tele	ephone:								
Liet	of other add	raccac s	and telephone r	umbers attach	ed				
List	or other add	100000	ina teleprione i		ou		(-)		
Pos	itions held in	submitt	ing business ar	nd starting date	of each (chec	k all app	olicable)		
				0			•		
Pres	sident		01/01/2017		Treasurer				
Cha	irman of Bo	ard			Shareholder	1			
Chie	ef Exec. Office	cer			Secretary				
Chie	ef Financial (	Officer			Partner				
Vice	President		-						
(Oth	ner)								
•									
			nterest in the bu		ing the questio	nnaire?			
YES	5   1	10	X If Yes, pr	ovide details.					
		0-				-			
		1							
Are	there any or	ıtstandir	no loans, quarai	ntees or anv ot	her form of sec	urity or	lease or any other ty	pe of	
conf	tribution mad	de in wh	ole or in part be	tween you and	the business s	submittir	ng the questionnaire?	<b>&gt;</b>	
YES		10 T		ovide details.					
	1	10	Х   и гос, р.	Ovido dotalio:					
1									
					ner or officer of	any bu	siness or notfor-profit	: organizatior	
othe	er than the o	ne subm	nitting the quest	ionnaire?					
YES	1 2	10 T	X If Yes, pr	ovide details.					
***		-							

YES	NO	X	If Yes, provide details.	
of any	action taken by	y a gove	quired below whether the sanction arose automatically, by operation of ernment agency. Provide a detailed response to all questions checked ppropriate page and attach it to the questionnaire.	law, or "YES".
In the	e past (5) years ich you have b	, have y een a pr	ou and/or any affiliated businesses or not-for-profit organizations listed rincipal owner or officer:	d in Sect
a.			ny government agency from entering into contracts with that agency?	
	YES	] NO [	X If yes, provide an explanation of the circumstances and correct	tive actio
	taken.			
h	Doop doolors	عداد مال	in the model on the manifest of the second	
b.	cancelled for	causes	ault and/or terminated for cause on any contract, and/or had any contr	acts
		_		
	YES I	N()	Y If yes provide an explanation of the circumstances and correct	ivo actio
	YES	ио [	X If yes, provide an explanation of the circumstances and correct	ive actic
	taken.	NO [	X If yes, provide an explanation of the circumstances and correct	ive actio
		NO [	X If yes, provide an explanation of the circumstances and correct	ive actio
		NO [	X If yes, provide an explanation of the circumstances and correct	ive actio
	taken.			
c.	taken.  Been denied	the awa	ard of a contract and/or the opportunity to bid on a contract, including, b	
c.	Been denied limited to, fail	the awa	ard of a contract and/or the opportunity to bid on a contract, including, to	out not
c.	Been denied limited to, fail YES	the awa	ard of a contract and/or the opportunity to bid on a contract, including, b	out not
c.	Been denied limited to, fail	the awa	ard of a contract and/or the opportunity to bid on a contract, including, to	out not
c.	Been denied limited to, fail YES	the awa	ard of a contract and/or the opportunity to bid on a contract, including, to	out not
c.	Been denied limited to, fail YES	the awa	ard of a contract and/or the opportunity to bid on a contract, including, to	out not
c.	Been denied limited to, fail YES	the awa	ard of a contract and/or the opportunity to bid on a contract, including, to	out not
	Been denied limited to, fail YES taken.	the awa ure to m NO	ard of a contract and/or the opportunity to bid on a contract, including, beet pre-qualification standards?  X If yes, provide an explanation of the circumstances and correct	out not ive actio
c.	Been denied limited to, fail YES taken.	the awa ure to m NO	and of a contract and/or the opportunity to bid on a contract, including, to beet pre-qualification standards?  X If yes, provide an explanation of the circumstances and correct	out not ive actio
	Been denied limited to, fail YES taken.	the awa ure to m NO	ard of a contract and/or the opportunity to bid on a contract, including, beet pre-qualification standards?  X If yes, provide an explanation of the circumstances and correct	out not ive actio
	Been denied limited to, fail YES taken.  Been suspend pending that of	the awa ure to m NO	and of a contract and/or the opportunity to bid on a contract, including, to beet pre-qualification standards?  X If yes, provide an explanation of the circumstances and correct	out not ive actio s any ac

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?

ques	tionnaire.)
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective actio taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you?  YES NO X 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 cran element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective actio taken.
e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO X If yes, provide an explanation of the circumstances and corrective actio taken.
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO X If yes, provide an explanation of the circumstances and corrective actio 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 X 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  X  If yes, provide an explanation of the circumstance and local regulatory.
	YES NO X 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 X 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  X  If yes, provide an explanation of the circumstances and corrective action taken.

I, Daniel Marsh III , 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, Daniel Marsh III , 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
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.
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Daniel Marsh III [DMARSH@NDCONLINE.ORG]
Daniel Marsh III [DMARON (@NDOONEINE.ORO]
Duanidank
President
Title
09/24/2019 12:05:46 PM
Date

Rev. 3-2016

# PRINCIPAL QUESTIONNAIRE FORM

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

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

	Principal Na Date of birth Home addre	: 08/1	trude Scrive 15/1949										
	City:	Brooklyn	4 Halsey St		vince/Territory:	NY	Zip/Postal Code:	11207					
	Business Ad	ldress:	One	ne Battery Park Plaz	a. Suite 710								
	City: Country	New Yor	k		vince/Territory:	NY	_ Zip/Postal Code:	10004					
	Telephone:	(212) 682	2-1106										
	Other preser	n <u>t</u> address(	es):										
	City: Country: Telephone:			State/Pro	vince/Territory:		_ Zip/Postal Code:						
	List of other a												
	List of other addresses and telephone numbers attached  Positions held in submitting business and starting date of each (check all applicable)												
	President		4		Treasurer	08/0	01/1984						
	Chairman of				Shareholder								
	Chief Exec. ( Chief Financi		-		Secretary Partner	-							
	Vice Presider		-		_ raitilei	-							
	(Other)		<del>1</del>		<del>- a</del>								
			nterest in th	he business submitt	ing the question	naire?							
	YES	NO	X If Yes	es, provide details.									
	Are there any	outstandir	ng loans, gu	uarantees or any ot	her form of secur	itv or le	ease or any other typ	e of					
	contribution m	outstandir ade in wh	ng loans, gu ole or in pa	uarantees or any ot art between you and	her form of secur the business su	ity or le bmitting	ease or any other typ g the questionnaire?	e of					
	Are there any contribution m	nade in wh	ole or in pa	uarantees or any ot art between you and s, provide details.	her form of secur the business su	ity or le	ease or any other typ g the questionnaire?	e of					
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J	contribution m	nade in who	ole or in pa	art between you and	her form of secur the business sul	ity or le	ease or any other typg the questionnaire?	e of					
	YES	NO	ole or in par	art between you and s, provide details.	the business su	bmitting	g the questionnaire?						
	YES Within the pas	NO NO	ole or in par  X If Yes  have you be	art between you and s, provide details.	the business su	bmitting	ease or any other typg the questionnaire?						
	YES	NO NO st 3 years,	ole or in par X If Yes have you be litting the qu	art between you and s, provide details.	the business su	bmitting	g the questionnaire?						

YES	3	NO	X	If Yes, provide details.
t of ar	y actior	taken by	a gove	quired below whether the sanction arose automatically, by operation of law, or as a ernment agency. Provide a detailed response to all questions checked "YES". If you appropriate page and attach it to the questionnaire.
				you and/or any affiliated businesses or not-for-profit organizations listed in Section orincipal owner or officer:
a.				ny government agency from entering into contracts with that agency?
	YES		NO	If yes, provide an explanation of the circumstances and corrective action
	take	n.		
	Ļ			
b.	Bee	n declare	ed in de	efault and/or terminated for cause on any contract, and/or had any contracts
		celled for	•	
	YES	_	NO	If yes, provide an explanation of the circumstances and corrective action
	take	n.		
	1			
C.				vard of a contract and/or the opportunity to bid on a contract, including, but not
			lure to i	meet pre-qualification standards?  If yes, provide an explanation of the circumstances and corrective action
	YES take		] NO	it yes, provide an explanation of the circumstances and corrective action
	tand	/11.		
d.				/ any government agency from entering into any contract with it; and/or is any actic formally debar or otherwise affect such business's ability to bid or propose on
		oing เกลเ tract?	could	ormally debar or otherwise affect such business's ability to bid or propose on
	YES	_	NO	X If yes, provide an explanation of the circumstances and corrective action

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?

Page 2 of 5 Rev. 3-2016

	stionnaire.)
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you?  YES NO X 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 crim an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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?

to Quest type of ir	ion 5, been rvestigatior	the subj by any (	n provided, in the past 5 years has any business or organization listed in respons ject of a criminal investigation and/or a civil anti-trust investigation and/or any oth government agency, including but not limited to federal, state, and local regulato principal owner or officer?
YES T	NO NO	X	If yes, provide an explanation of the circumstances and corrective action taker
			unit de la companya de Ouradian
had any licens <u>e h</u>	sanction in reld?	nposed a	u or this business, or any other affiliated business listed in response to Question s a result of judicial or administrative proceedings with respect to any profession
had any	sanction in		

Page **4** of **5** Rev. 3-2016

I, Gertrude Scriven , 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.
In Gertrude Scriven Independent of the property of the propert
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.  National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by: Gertrude Scriven [GSCRIVEN@NDCONLINE.ORG]
Treasurer
Title
09/17/2019 11:21:22 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

Principal Name								
Date of birth:	01/03/							
Home address:	658 Co	untry Club Rd			escate di	45.65		
			State/Province/Te	rritory: NC	NC Zip/Postal Code: 287			
Country:					All St. St.	-		
Business Addre	ess:	24 Whitehal	Street, Suite 710					
City:	lew York		State/Province/Te	rritory: NY	Zip/Postal Code:	10004		
Country						,		
Telephone:(;	212) 682-1	106						
Other present a	ddress(es	): 35 West Pro	bart Street, Suite E					
	revard	And the state of t	State/Province/Te		Zip/Postal Code:	28712		
Country:		700-1-200-2	Committee of the committee of the					
Telephone: (	328) 553-6	107				-		
List of other add	aresses an	d telephone num	bers attached					
Positions held i	n submittin	g business and s	tarting date of each	ı (check all a	oplicable)			
President			Treas	The state of the s				
Chairman of Bo	-			eholder		-		
Chief Exec. Off		0410410047	Secre					
Chief Financial	Officer	01/01/2017	Partn	er				
Vice President	d-							
(Other)								
Do you have an	equity inte	erest in the busin	ess submitting the	guestionnaire	?			
* ***	NO X		_	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
			To annual to the second					
					r lease or any other ty			
The second secon		and the second s		iness submit	ting the questionnaire?	<b>f</b>		
YES	NO X	If Yes, provid	e details.	die				
						-		
Within the past	3 years, ha	ave you been a p	rincipal owner or of	licer of any b	usiness or notfor-profit	t organizati		
		ing the questionr		-	·	-		
YES X	NOT	If Yes, provid	e details					
	140	11 100, 51010	o dotollo					

itting the questionnaire.
ny governmental entity awarded any contracts to a business or organization listed in Section 5 in the pases while you were a principal owner or officer?  NO X If Yes, provide details.
irmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you pace, photocopy the appropriate page and attach it to the questionnaire.
past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 ch you have been a principal owner or officer:
Been debarred by any government agency from entering into contracts with that agency?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  YES NO X If yes, provide an explanation of the circumstances and corrective action
pend contr

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

	stionnaire.)
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you?  YES NO X 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 crir an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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 X 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

Page 3 of 5

	been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
	YES NO X If yes, provide 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  X  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 X 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  X  If yes, provide an explanation of the circumstances and corrective action taken.

Page **4** of **5** 

I, Adam Ennis , 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, Adam Ennis , 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.
WIND THE FALSE STATEMENT TO SKIMMAL STANSES.
National Council for Community Development dba
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by:  Adam Ennis [AENNIS@NDCONLINE.ORG]
Adam Ennis [AENNIS@NDCONLINE.ORG]
Chief Financial Officer
Title
09/17/2019 11:06:02 AM
Date

Page **5** of **5** 

# 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					
	Date of birth:	09/22/1947				
	Home address					
	_	Edwardsville	State/Province/Territory:	IL	Zip/Postal Code:	62025
	Country: _t	JS				
	Business Addr		Park Plaza, Suite 710			
		Vew York	State/Province/Territory:	NY	Zip/Postal Code:	10004
		JS				
	Telephone: _2	2126821106				
	Other present a	address(es):				
		dwardsville	State/Province/Territory:	IL	Zip/Postal Code:	62025
		JS				02020
	Telephone: 6	186926238				
	List of other add	dresses and telephone nu	imhers attached			
2.	Positions held in	n submitting business and	d starting date of each (check	all app	licable)	
	President				,	
	Chairman of Bo	ard 06/30/2012	Treasurer			
	Chief Exec. Offi		Shareholder	-		
	Chief Financial		Secretary	_		
	Vice President		Partner	1-		
	(Other)	-				
3.	Do you have an	equity interest in the bus	iness submitting the question	naire?		
	YES	IO X If Yes, prov	ride details.			
	<u> </u>					
4.	Are there any ou	tstanding loans, guarante	ees or any other form of secu	rity or le	ase or any other type	of.
	contribution mad	e in whole or in part betw	een you and the business su	bmitting	the questionnaire?	; OI
	YES N	O X If Yes, prov	ide details.		, and quoditormand;	
5.	Within the past 3	vears, have you been a i	orincipal owner or officer of a	ov bugir	2000 as malfan El .	
	other than the on	e submitting the question	naire?	ly busii	less of flottor-profit o	rganization
	YES N					
- 1		1				

	S		NO	X	If Ye	s, prov	ride deta	ils.								
of a	ny a	ction t	aken by	a gov	/ernmer	t agen		ide a d	etailed	respo	nse to a	all que			of law, o	
							y affiliate r or offic		nesses	s or no	t-for-pro	ofit orga	anizati	ons lis	ted in Se	ection
a.		Been YES taken		ed by a	any gov		nt agenc , provide								? ective ac	ction
b.		Doon	doolore	ام ما ام	ofoult o	d/orta	erminate	d for an		0.000.0	ontro of	and/a	r bod	anu aa	ntrooto	
D.		cance	lled for		?	id/Oi te	mmate	u ioi ca	iuse oi	t arry C	Jonnaci	, and/c	r nau i	arry co	niliacis	
		YES taken		NO	X	If yes	, provide	an exp	olanati	on of t	he circu	ımstan	ces an	d corr	ective ac	ction
		taken						- "								
										•						
		_														
c.							act and/ ification			inity to	bid on	a conti	act, in	cludin	g, but no	ot
		YES		NO	X					on of t	he circu	mstan	ces an	d corr	ective ac	ction
	Ī	taken								-						
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d.															or is any	
		contra		Could	TOTTIAITY							•		•	•	
		YES		NO	X	If ves	. provide	an exp	olanati	on of tl	he circu	mstan	ces an	d corr	ective ac	ction

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?

Page 2 of 5 Rev. 3-2016

a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you?  YES NO X 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 critical an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action

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 X If yes, provide an explanation of the circumstances and corrective action taken.
1.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
2.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
2	
3.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  YES  NO  X  If yes, provide an explanation of the circumstances and corrective action taken.

I, Saundra Hudson , 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, Saundra Hudson , 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.
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Saundra Hudson [SJH95@AOL.COM]
Chairman of the Board
Title
Tido
01/14/2020 11:11:11 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

	Seth Bong						
Date of birth:	09/23/195						
Home address:	P.O. Box		Ctata/Dravinga	/T = ==!t = == ::	\/T	Zin/Dootel Codo	OFOE
	nchester Ce	enter	State/Province	rerntory:		_ Zip/Postal Code:	05255
Country: US							
Business Address		24 Whiteha					
	w York		State/Province	/Territory:	NY_	_ Zip/Postal Code:	10004
Country US							
Telephone: 212	2-682-1106						
Other present add	dress(es):	N/A					
City:			State/Province	/Territory:		Zip/Postal Code:	7
Country:							
Telephone:	7						
President Chairman of Boar Chief Exec. Office Chief Financial O Vice President (Other)	er		S	reasurer nareholder ecretary artner	-	01/2005	
Do you have an e	-	st in the busin	_	he questio	nnaire?		
contribution made	standing loa		es or any other f			ease or any other ty g the questionnaire?	
Are there any out	standing loa	r in part betwe	es or any other f				

YES	NO X If Yes, provide details.
It of any	ffirmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you pace, photocopy the appropriate page and attach it to the questionnaire.
In the	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 ich you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency?  YES NO X If yes, provide 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 X 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 X 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 X If yes, provide an explanation of the circumstances and corrective action

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ques	tionnaire.)
a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
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f	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO X 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 X 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 X 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  X  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  X  If yes, provide an explanation of the circumstances and corrective action taken.

I, Seth Bongartz , 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, Seth Bongartz , 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.
The second secon
CERTIFICATION
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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.
National Davidanment Council
National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Seth Bongartz [SETHBONGARTZ2@GMAIL.COM]
Board Member
Title
01/17/2020 09:51:11 AM
Date

Page 5 of 5

#### **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:	01/28/2020
1)	Proposer's Legal Name: National Council for Community Development
2)	Address of Place of Business: 1 Battery Park Plaza, Suite 710 24 whitehal 51.
	City: New York State/Province/Territory: NY Zip/Postal Code: 10004
	Country: US
3)	Mailing Address (if different): 1 Battery Park Plaza, Suite 710
	City: New York State/Province/Territory: NY Zip/Postal Code: 10004
	Country: US
	Phone: (212) 682-1106
T	Does the business own or rent its facilities? Rent If other, please provide details:
L	
4)	Dun and Bradstreet number: 073273294
5)	Federal I.D. Number: 13-6532871
6)	The proposer is as Corporation (D. 11)
,	The proposer is a: (Describe)
-	Does this business share office space, staff, or equipment expenses with any other business?  YES X NO If yes, please provide details:  Please see attached document
	1 File(s) Uploaded: NDC Affiliates IRS EINs (002).pdf
_	Does this business control one or more other businesses?  YES X NO If yes, please provide details:  Please see attached document
	1 File(s) Uploaded: NDC Affiliates IRS EINs (002).pdf
9) (	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  YES X NO If yes, please provide details:

ocument is already attached
as the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any her government entity terminated?  ES NOX 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).
as the proposer, during the past seven years, been declared bankrupt?  ES NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets
the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, een the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local rosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated usiness been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or cal prosecuting or investigative agency, where such investigation was related to activities performed at, for, or a behalf of an affiliated business.  ES NO X If yes, provide details for each such investigation, an explanation of the roumstances and corrective action taken.
the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business een the subject of an investigation by any government agency, including but not limited to federal, state and cal regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business een the subject of an investigation by any government agency, including but not limited to federal, state and cal regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated usiness.  ES NO X If yes, provide details for each such investigation, an explanation of the reumstances and corrective action taken.
as any current or former director, owner or officer or managerial employee of this business had, either before r during such person's employment, or since such employment if the charges pertained to events that legedly occurred during the time of employment by the submitting business, and allegedly related to the

	circumstances and corrective action taken.
`	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
ĭ	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  YES NO X If yes, provide details for each such investigation, an explanation of the ircumstances and corrective action taken.
h Y	the past (5) years, has this business or any of its owners or officers, or any other affiliated business had ar anction imposed as a result of judicial or administrative proceedings with respect to any professional license eld? ES NOX If yes, provide details for each such investigation, an explanation of the ircumstances and corrective action taken.
Y qı	or the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable deral, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  NO X If yes, provide details for each such year. Provide a detailed response to all uestions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the uestionnaire.
Y, qu	Defail, state of local taxes of other assessed charges, including but not limited to water and sewer charges?  ES NO X If yes, provide details for each such year. Provide a detailed response to all uestions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the uestionnaire.  Default of Interest:  Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
qu	pestions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the destionnaire.  In the pestionnaire and the pestionnaire page and attach it to the destionnaire.  In the pestionnaire page and attach it to the destionnaire.  In the pestionnaire page and attach it to the destionnaire.  In the pestionnaire page and attach it to the destionnaire.  In the pestionnaire page and attach it to the destionnaire.  In the pestionnaire page and attach it to the destionnaire.  In the pestionnaire page and attach it to the destionnaire.  In the pestionnaire page and attach it to the destionnaire.  In the pestionnaire page and attach it to the destionnaire.  In the pestionnaire page and attach it to the destionnaire page and attach it to the destionnaire.

	Each employee has to complete and sign a conflict of interest form. Please see form attached.
	1 File(s) Uploaded: Conflict of Interest Policy - NDC.pdf
	The(s) oploaded. Commot of interest Folicy - NDO.pdf
expe	ude a resume or detailed description of the Proposer's professional qualifications, demonstrating extensi erience in your profession. Any prior similar experiences, and the results of these experiences, must be tified.
Have YES	e you previously uploaded the below information under in the Document Vault?  NO X
Is th YES	e proposer an individual?  NO X Should the proposer be other than an individual, the Proposal MUST include:
i)	Date of formation; 05/08/1972
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.
	None- Company is a non-profit
	Name, address and position of all officers and directors of the company. If none, explain,
iii)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached
iii)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.
iii) cers a	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx
iii)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.
iii) cers a	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);
iii) cers a	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;
iii) cers a iv) v)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;  75  Annual revenue of firm;
iii) cers a iv) v) vi)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;  75  Annual revenue of firm;  22593000  Summary of relevant accomplishments
iii) cers a iv) v) vi) vii)	Name, address and position of all officers and directors of the company. If none, explain.  Please see file attached  and directors from this company have been attached.  1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx  State of incorporation (if applicable);  NY  The number of employees in the firm;  75  Annual revenue of firm;  22593000  Summary of relevant accomplishments  Detailed information is provided in the proposal

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

  Detailed information is provided in the proposal
- 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	Town of Babylon		
Contact Person			
Address	47 W Main Street		
City	Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 587-3752		
Fax #	(631) 957-4254		
E-Mail Address	tdolan@townofbabylon.com		
Company	Suffolk County		
Contact Person	Pat Latino		
Address	100 Veterans Memorial Highway, 10 flo	oor	
City	Hauppauge	State/Province/Territory	NY
Country	US		U.S.
Telephone	(631) 853-6330		
Fax #	(631) 853-4767		
E-Mail Address	patricia.latino@suffolkcountyny.gov		
		•	
Company	Islip IDA		
Contact Person	William Mannix		
Address	40 Nassau Avenue		
City	Islip	State/Province/Territory	NY
Country	110		

I, Janet Thomas  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, Janet Thomas , 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.
Name of submitting business: National Development Council
Electronically signed and certified at the date and time indicated by: Janet Thomas [JTHOMAS@NDCONLINE.ORG]
Deputy CFO
Title
02/03/2020 09:56:23 AM
Date

Page **6** of **6** Rev. 3-2016

# **National Development Council**

# List of Officers

NAMES	ADDRESSES
Daniel Marsh III	5 Cedar Street
President and CEO	Mashpee, MA 06249
Gertrude Scriven Director Human Resources Treasurer – NDC Board	1064 Halsey Street Brooklyn, NY 11207
Adam Ennis	658 N Country Club Road
Chief Financial Officer	Brevard, NC 28712
Saundra Hudson	7 Pinebrook Ct.
Chairwoman – NDC Board	Edwardsville, IL 62025
Seth Bongartz Secretary – Finance Committee	PO Box 1407 Manchester Center, VT 05255

## NDC AND ITS' AFFILIATES

## **EIN NUMBERS**

National Council for Community Development (dba) National Development
 Council (NDC)
 13-653 2871

Grow America Fund

13-364 1265

NDC New Markets Inc.

38-364 6931

NDC Housing and Economic Development Corporation

11-293 3129

NDC Resources

46-067 4188

NDC Support 1

13 415 6877

# NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.

## STATEMENT OF EMPLOYEES

Name: _	(		
Address	s:		
Current	t Position/Title:		
not-for-porganiza Loyalty employe subsidian NDC Co	I acknowledge that the National Council for Composit New York corporation recognized by the Internal action described in section 501(c)(3) of the Internal Policy and a Conflict of Interest Policy (collectives of NDC. The policies of the National Developaries and affiliates including without limitation HE orporate Equity Fund, HEDC New Markets and Gively referred to as "NDC").	ternal Revenue Service as an Revenue Code, has adopted a Duty of ely "Policy") applicable to all pment Council apply to NDC and its DC and its subsidiaries and affiliates,	
investme appearan exercise	stand and agree that all NDC employees have a durent, association or other situation that results in a conce of a conflict of interest that interferes with or respond to the property of my judgment in NDC's best interest. I further add that the Policy applies to me during my tenure a	conflict of interest or even the may interfere with the independent acknowledge that I am an employee of	
II. I	I hereby affirmatively state:		
a	a. I have received a copy of the Policy.		
b	b. I have read and understand the Policy.		
c.	c. I agree to comply with the Policy in all material respects.		
d. as an emp employm	I. I understand that if I breach the Policy or any of aployee of NDC, owe to NDC, I will be subject to nent.	the duties set forth in the Policy that I, discipline, including termination of	
Name (Pr	Printed)		
Employee	ee Signature	Date	

## **Duty of Loyalty Policy**

## Duty of Loyalty: The Employee Must Present Opportunities to NDC

NDC employees owe a duty of loyalty to NDC to advance NDC's interests whenever the opportunity arises and refrain from behaving in a manner in derogation of NDC's interests. NDC employees are prohibited from diverting, directly or indirectly, for their personal benefit any opportunity that is available to NDC. NDC employees, further, are prohibited from directly or indirectly competing with NDC.

Because NDC trusts its employees and expects them to be creative, there may be many contexts where the employee will recognize an opportunity that could be developed, e.g., the rehabilitation of a multifamily rental facility. The employee is required promptly to disclose this opportunity to NDC (as opposed to, for example, referring the opportunity to a third party in return for personal gain, a fee or other consideration.) It is not only unethical for an employee to divert opportunities from his or her employer. It is illegal.

NDC takes very seriously the duty of the employee to be loyal to NDC. Employees who violate this provision may be subject to discipline including, but not limited to, termination of employment. NDC employees also may be subject to prosecution and payment of damages to NDC.

# **Conflict of Interest Policy**

## A. Avoidance of Conflicts of Interest

Employment with the NDC carries with it a responsibility to abide by proper ethical conduct. Employees should refrain from taking part in, or exerting influence in, any activity in which their own interest may conflict with the best interest of the NDC.

NDC employees must avoid any action, investment, association or other situation that results in a conflict of interest that interferes or may interfere with the independent exercise of judgment in NDC's best interest. Even the appearance of a conflict of interest is to be avoided.

Employees are therefore prohibited from activities including but not limited to providing technical advice or making, directly or indirectly, investments that create, or that have the appearance of creating a conflict of interest between the employee and NDC, its customers, clients, development partners, or suppliers. Included in this policy is the use of private or confidential information related to NDC's business transactions used by employees for personal gain through employee actions or investments on behalf of the employee, relatives, friends or acquaintances.

## B. Financial Interest

Any employee of NDC who has a direct or indirect "financial interest," defined below, in or with any "person" (entity or individual) with which NDC has or may have a relationship, a transaction or arrangement or is negotiating in connection with a transaction or arrangement, shall be deemed to have a conflict of interest which shall be avoided at all times. An employee has a "financial interest" if the employee has, directly or indirectly, through business, investment or family —

- a. an ownership or investment interest in any person or in the geographic territory of a person with which NDC has a relationship, transaction or arrangement, or
- b. a compensation arrangement with any person or in the geographic territory of a person with which NDC has a relationship, transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any person or in the geographic territory of a person with which NDC is negotiating a relationship, transaction or arrangement. For example, if the employee has the expectation of resigning from NDC and becoming employed by or affiliated with such a person, this results in a conflict of interest.

"Compensation" includes direct and indirect remuneration, as well as gifts or favors, benefits, perquisites, reimbursements for personal expenses, and entitlements relating to personal uses of property.

While it is not possible to outline all of the circumstances that would be considered unethical, the following are examples of conflicts of interest:

- 1. Simultaneous employment with the NDC and current or potential client, partner, competitor, or supplier.
- 2. Carrying on NDC business with a firm in which the employee, or a close relative of the employee, has ownership or other economic interest.
- 3. Borrowing money from client, other than recognized loan institutions from which NDC buys services, materials, equipment, or supplies.
- 4. Accepting substantial gifts or excessive entertainment from clients, suppliers or competitors.
- 5. Participating in civic or professional organizational activities in a manner whereby confidential NDC information is divulged.
- 6. Misusing privileged information or revealing confidential data to outsiders.
- 7. Using one's position with NDC or knowledge of its affairs for outside personal gain.

## C. Duty to Disclose

Any actual or possible conflicts of interest or possible direct or indirect conflicts of interest on the part of any employee must be fully disclosed in writing to the Human Resources Director. Such disclosure shall include the existence and nature of his or her financial interest giving rise to the actual or possible conflict of interest. If a conflict of interest is fully disclosed, NDC may be able to take prophylactic measures to resolve it. If it is not disclosed, the employee is in breach of his or her duties to NDC and is subject to discipline, including termination of employment.

NDC recognizes and respects the right of NDC personnel to engage in activities outside his or her employment or other association with NDC that do not conflict with NDC's interests. Any questions regarding the application of this policy should be directed to your supervisor or the Human Resources Director.



Jamie Blosser

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Executive Director
Hildene, The Lincoln Family Home
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1005 Hildene Road (Fed Ex use)
Manchester, VT 05254
Tel: (802) 362-3996
Cell: (802) 598-3477
seth@hildene.org

Noland Mackenzie Canter Cell: (703) 343-6424 maccanter@aol.com

Patrick Duggan Tel: (516) 724-2099 Cell: (216) 736-3834 dugganp@ucc.org

John Downs 4304 Galax Drive Raleigh, NC 27612 Tel: (919) 783-0108 Cell: (919) 633-0101 jwdowns@gmail.com

Tomasita Duran
Ohkay Owingen Housing Authority
P.O. Box 1059
Ohkay Owingen, NM 87566
Tel: (505) 850-0189
Cell: (505) 927-7726
tomasita.duran@ohkay.org



Saundra J. Hüdson - Chair 7 Pinebrook Drive Edwardsville, IL 62025 Tel: (618) 692-6238 Cell: (618) 558-5372 sjh95@aol.com

Gary Perlow
President
Nikki Perlow Foundation
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nikkiperlowfoundation.org

Marilyn Strickland Tel: (253) 468-2518 Cell: (206) 389-7347 marilyns@seattlechamber.com

Daniel Marsh III
President & CEO
National Development Council
One Battery Park Plaza
24 Whitehall Street, Suite 710
New York, NY 10004
Tel: (212) 682-1106
Cell: (917) 559-6188
dmarsh@ndconline.org

Gertrude Scriven - Board Treasurer National Development Council One Battery Park Plaza 24 Whitehall Street, Suite 710 New York, NY 10004 Tel: (212) 682-1106 Cell: (646) 772-3890 gscriven@ndconline.org



Mark D. Foster – Counsel 4835 LBJ Freeway, Suite 424 Dallas, TX 75244 Tel: (214) 363-9599 Cell: (214) 707-7466 mark@mdfoster.com

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aennis@ndconline.org

## COUNTY OF NASSAU

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

Address: 1 Battery Park Plaza, Suite 7	'10		
City: New York	_ State/Province/Territory:	NY	Zip/Postal Code: 10004
Country: US			
2. Entity's Vendor Identification Number:	13-6532871		
3. Type of Business: Other	(specify)	Corporati	on
4. List names and addresses of all princip body, all partners and limited partners, all officers of limited liability companies (attac	corporate officers, all partie	s of Joint Ve	
1 File(s) uploaded National Development	Council List of Officers 2019	a.docx	
No principals have been attached to this form	1.		
<ol> <li>List names and addresses of all shareh individual, list the individual shareholders/ 10K in lieu of completing this section. If none, explain.</li> </ol>			
There are no shareholders; NDC is a non-	-profit		
No shareholders, members, or partners have 6. List all affiliated and related companies "None"). Attach a separate disclosure forn performance of this contract. Such disclos previously disclosed that participate in the	and their relationship to the n for each affiliated or subsi- sure shall be updated to inclu- performance of the contrac	liary compa ide affiliated t.	any that may take part in the d or subsidiary companies not
Please see attachment but these entities v	will not participate in the per	ormance of	f the contract
1 File(s) uploaded NDC Affiliates IRS EIN	ls (002).pdf		
7. List all lobbyists whose services were u "None." The term "lobbyist" means any an to influence - or promote a matter before - legislators or committees, including but no Commission. Such matters include, but ar property subject to County regulation, procemployee, counsel or agent of the County	d every person or organizat Nassau County, its agencie of limited to the Open Space e not limited to, requests for curements. The term "lobbyi	on retained s, boards, c and Parks a proposals, st" does no	<ol> <li>employed or designated by any client commissions, department heads,</li> <li>Advisory Committee and Planning development or improvement of real t include any officer, director, trustee,</li> </ol>
Are there lobbyists involved YES NO X	in this matter?		
(a) Name, title, business ad None	dress and telephone number	r of lobbyist	t(s):
		•	nplete description of lobbying activities.

	None
	(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
	None
	ATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a the firm for the purpose of executing Contracts.
	gned affirms and so swears that he/she has read and understood the foregoing statements and they are, to ledge, true and accurate.
	y signed and certified at the date and time indicated by: as [JTHOMAS@NDCONLINE.ORG]
Dated:	02/04/2020 02:21:13 PM

Title:

Deputy CFO

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.

# **National Development Council**

# List of Officers

NAMES	ADDRESSES
Daniel Marsh III	5 Cedar Street
President and CEO	Mashpee, MA 06249
Gertrude Scriven Director Human Resources Treasurer – NDC Board	1064 Halsey Street Brooklyn, NY 11207
Adam Ennis	658 N Country Club Road
Chief Financial Officer	Brevard, NC 28712
Saundra Hudson	7 Pinebrook Ct.
Chairwoman – NDC Board	Edwardsville, IL 62025
Seth Bongartz Secretary – Finance Committee	PO Box 1407 Manchester Center, VT 05255

# NDC Affiliates ~ IRS EIN #s

NDC Housing & Economic Development Corporation	11-2933129
Grow America Fund Inc.	13-3641265
HEDC New Markets, Inc.	38-3646931
NDC Support I, Inc.	13-4156877



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Gary Perlow
President
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# COMMUNITY DEVELOPMENT BLOCK GRANT and HOME INVESTMENT PARTNERSHIPS AGREEMENT BETWEEN THE COUNTY OF NASSAU

#### AND

## NATIONAL DEVELOPMENT COUNCIL

#### WITNESSETH:

WHEREAS, the County has applied for and received Community Development Block Grant and HOME Investment Partnerships Program (hereinafter referred to as "<u>CDBG</u>" and "<u>HOME</u>") funds from the United States Government under Title I of the Housing and Community Development Act of 1974 (the "<u>CDBG Program</u>"); and

WHEREAS, the County wishes to engage the Contractor to assist the County in utilizing such CDBG and HOME funds for activities eligible under the CDBG and HOME Programs; and

WHEREAS, said CDBG and HOME Programs are fully reimbursed by the Federal Government through the U.S. Department of Housing and Urban Development; and

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

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

- 1. <u>Term.</u> This Agreement shall commence on April 1, 2019 and terminate on March 31, 2022 or upon completion of the Activities, whichever is later. At the County's discretion, the terms for this Agreement may be extended twice, each time for an additional three (3)-year period.
  - 2. Scope of Activities; Budget

- (a) <u>Activities</u>. The Contractor shall provide and administer the CDBG and HOME activities, as hereinafter described in accordance with the Title 24 CFR Subchapter C and with the provisions of this Agreement (hereinafter "Activities").
- (i) Such Activities shall include those activities included in the CDBG and HOME funds budget attached to this Agreement as <u>Exhibit A</u>.
- (ii) The Contractor shall make no unauthorized changes in the CDBG and HOME Program Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Contractor and approval by the Director of the OCD. All other changes must be amended in accordance with Section 13 of this Agreement
- (b) <u>Budget</u>. The Contractor has submitted for approval to OCD a detailed CDBG and HOME funds budget, which, in its approved form, is attached hereto as **Exhibit A** (hereinafter "Budget"). The County and the Contractor may mutually agree to revise said budget from time to time in accordance with existing County and/or HUD policies. The County will pay to Contractor CDBG and HOME funds consistent with Contractor's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Contractor will be made for eligible expenses actually incurred and shall not exceed actual cash requirements. Payments shall be adjusted by the County in accordance with the advance of CDBG and HOME funds and CDBG and HOME Program income balances available in Contractor accounts.

#### 3. Performance Monitoring

- (a) OCD shall monitor the performance of the Contractor in accordance with the goals and performance standards as set forth in Title 24 of the CFR Parts 85, 92, and 570 and as stated and required herein. Substandard performance as reasonably determined by OCD, in its discretion, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time from receipt of written notification by OCD, the County may take remedial action, including but not limited to the initiation of contract suspension and/or termination procedures in a manner consistent with the applicable federal regulations.
- (b) The Contractor shall monitor all subcontracted Activities on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to OCD on a quarterly basis or as otherwise required by the County or OCD but not more frequently than monthly. However, where such report indicates non-compliance, the Contractor shall provide additional reports at the County's request; such reports shall be supported by documented evidence of follow-up actions taken to correct areas of noncompliance.

#### 4. Procurement and Subcontracts:

(a) The Contractor shall comply with its procurement procedures which reflect applicable State and local laws, rules and regulations provided that the procurements conform to all applicable Federal law and the standards contained in 24 CFR 85.36 and 24 CFR 84. These

standards include, without limitation, maintaining (i) a contract administration system; (ii) a written code of conduct governing the performance of employees engaged in the award and administration of contracts, which code shall include conflicts of interest provisions; (iii) a procedure for certification of a contractor or subcontractors eligibility (24 CFR 85.35); and (iv) a system to ensure compliance with affirmative action laws and regulations.

- (b) Upon request of the County, the Contractor shall make available for review technical specifications and procurement documents on proposed procurements, including but not limited to, invitations for bids, requests for proposals, cost estimates, and bonding requirements. The County shall use best efforts to make such requests prior to the commencement of the procurement solicitation.
- (c) The Contractor shall ensure that all of its contracts with providers contain **Exhibit D** and language which reflects the requirements listed in 24 CFR section 85.36(i).
- (d) The Contractor shall procure materials in accordance with the requirements of 24 CFR 570.502.
- (e) The Contractor shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with CDBG funds provided herein. Upon termination of this Agreement, all program assets, including property, equipment and program income resulting from the sale thereof, shall be disposed of in accordance with 24 CFR 84.32-.35 and 24 CFR 570.504 and 24 CFR 84.34 and 24 CFR 570.504.
  - (f) The provisions of this section shall survive the termination of this Agreement.

## 5. Payment.

- (a) Amount of Grant. The amount to be paid to the Contractor for the provision and administration of Activities under this Agreement shall be the total budget amount included in the CDBG funds budget attached to this contract as **Exhibit A**, payable as follows: Advance payments as provided in Section 2(b) and drawdowns for the payment of eligible expenses shall be made upon standard Nassau County claim vouchers certified by the Contractor, reviewed and approved by OCD for eligibility under the CDBG and HOME Programs and for compliance with the terms of this Agreement.
- (b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor as either an advancement or a reimbursement and shall be expressly 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 Activities performed and the payment requested as reimbursement for such Activities, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the OCD and/or the County Comptroller or his or her duly designated representative (the "Comptroller"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements. Payments

may be contingent upon certification of the Contractor's financial management system in accordance with the standards specified in 24 CFR Part 85.

- (c) <u>Timing of Payment Claims</u>. The Contractor shall use its best effort to submit payment claims no later than three (3) months following the provision of the Activities that are the subject of the claim and no more frequently than once a month.
- (d) Reimbursement by the Contractor Upon Loss of Funding. In accordance with the relevant regulations under Title 24 CFR and in addition to any other remedies available to the County, in the event that the County loses funding from the Federal Government for any Activities arising out of or in connection with any act or omission of the Contractor or a Contractor Agent, the Contractor shall pay the County, on demand, or the County shall debit the Contractor's account for the full amount of lost funds along with penalties or fines, if any, assessed by the Federal Government..
- (e) <u>No Duplication of Payments</u>. Payments for the Activities to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under any other agreements made between the Contractor and any funding source including the County.
- (f) Payments in Connection with Termination or Notice of Termination. Unless 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.
- 6. 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 or subcontractor 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).
- 7. 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.

#### 8. Compliance with Law.

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

enacted, or adopted.

- (b) <u>Nassau County Living Wage Law.</u> 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 to this Agreement 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- (d) <u>Prohibition of Gifts</u>. 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) <u>Disclosure of Conflicts of Interest</u>. 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.

- (f) <u>Vendor Code of Ethics</u>. By executing this Agreement, the Contractor hereby certifies and covenants that:
  - (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
  - (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
  - (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
  - (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
  - (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.
- 10. <u>Minimum Service Standards.</u> 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.

## 12. <u>Indemnification; Defense; Cooperation.</u>

(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.
- 13. <u>Insurance.</u> (a) <u>Types and Amounts.</u> 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 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 limit liability of not less One Million Dollars (\$1,000,000.00) 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. The Contractor shall at all times comply with the bonding and insurance requirements of 2 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- (b) In the event that the Contractor is self-insured, the Contractor shall, upon execution of this Agreement, provide written notice of same to the County.
- (c) 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.
- (d) <u>Contractors and Subcontractors</u>. The Contractor shall, where circumstances are such that said insurance is reasonable and necessary, require any contractor or subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required under subparagraph (a) and shall ensure that such contractors and subcontractors comply with the requirements of this Section.

- (e) <u>Delivery: Coverage Change: No Inconsistent Action.</u> Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 13. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party hereunder to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 14. The Contractor shall ensure recognition of the role of the grant or agency in providing Activities through this Agreement.
- 15. <u>Termination.</u> (a) <u>Generally</u>. This Agreement may be terminated (<u>i</u>) for any reason by the County upon thirty (30) days' written notice to the Contractor, (<u>ii</u>) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (<u>iii</u>) upon mutual written Agreement of the County and the Contractor, and (<u>iv</u>) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word " $\underline{\text{Cause}}$ " 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 ( $\underline{\text{iii}}$ ) 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) <u>Contractor Assistance upon Termination</u>. 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.

#### 16. Accounting Procedures; Records.

- (a) The Contractor shall comply with 24 CFR Part 85 and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred; and agrees to comply with the compliance requirements applicable to the Federal program including the audit requirements of 2 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- The Contractor shall maintain and retain, for a period of six (6) years (b) following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement. (b) The Contractor shall maintain all financial and programmatic records required by the Federal regulations specified in 24 CFR Part 570, including relevant provisions contained in 24 CFR Part 85, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
  - i. Records providing a full description of each activity undertaken;
- 2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
  - 3. Records required to determine the eligibility of activities;
- 4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG or HOME assistance;
- 5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - 6. Financial records as required by 24 CFR Parts 570.502 and 85; and
  - 7. Other records necessary to document compliance with 24 CFR 570.

Such Records shall at all reasonable times be available for audit and inspection by the County Comptroller or his or her duly designated representative, the OCD, any other governmental authority with jurisdiction over the performance of Activities and the provision of Services hereunder and/or the payment therefore, and any of their duly designated representatives.

The Contractor shall require each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

- (c) <u>Client Data</u>. The Contractor shall maintain client data demonstrating client eligibility for Activities and Services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the OCD for monitoring and auditing purposes.
- (d) <u>Property Records</u>. The Contractor shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria.
- (e) <u>Close-Outs</u>. Contractor obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but not be limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.
- (f) <u>National Objectives</u>. The Contractor warrants, covenants and agrees to maintain documentation that demonstrates that the activities carried out by it with CDBG funds provided under this Agreement meet one or more of the CDBG program's National Objectives, that is: 1) benefit low and moderate income persons; 2) aid in the prevention or elimination of slums or blight; and 3) meet community development needs having a particular urgency; as defined in 24 CFR Part 570.208.
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- 17. <u>Program Income.</u> The use and disposition of program income shall comply with the provisions of 24 CFR 92.503, et seq., 24 CFR 92.504, et seq., and all other applicable provisions and regulations and with any determinations made by the County. In furtherance of the foregoing:

- (a) The Contractor shall retain program income during the term of the current Cooperation Agreement, which is incorporated herein by reference and attached hereto as Exhibit C, provided, however, that such income is applied only to those Activities identified to be funded by such monies in the Contractor's Budget or if not so identified, as approved by the County
- (b) The Contractor shall disburse all program income for eligible Activities before additional monies are transferred to the Contractor by the County.
- (c) No more than 20% of the total of CDBG Program Income expended by the Contractor during any program year shall be used for administrative and planning charges.
- (d) The Contractor shall report to the County on a monthly basis all program income generated and disbursed.
- (e) The provisions of this Section 17 shall survive the termination of this Agreement.

#### 18. Monitoring by Contractor.

- (a) The Contractor shall monitor all subcontracted services on a regular basis to ensure agreement compliance. The results of monitoring efforts shall be summarized in written reports. Where such monitoring reveals areas of non-compliance by subcontractors, the Contractor shall submit reports supported with documented evidence of follow-up action taken to correct areas of noncompliance.
- (b) The Contractor shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in the performance of this Agreement.
- (c) The Contractor shall undertake to ensure that, where required, all subcontracts let in the performance of this Agreement shall be awarded in a fair and open competition basis in accordance with 24 CFR Part 85. Upon request, executed copies of all contracts and subcontracts shall be forwarded to OCD along with documentation concerning the selection process.
- 19. Relocation. Acquisition and Displacement. The Contractor agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Contractor agrees to comply with applicable County ordinances, resolutions, and policies concerning displacement of individuals from their residences.
- 20. <u>Limitations on Actions and Special Proceedings Against the County: Notice.</u> 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.
- 21. 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.
- 22. <u>Consent to Jurisdiction and Venue; Governing Law.</u> 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 Federal Court in Islip, New York or 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 or the Code of Federal Regulations, whichever is applicable, without regard to the conflict of laws provisions thereof.
- 23. 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 OCD, to the attention of the Director at the address specified above for the OCD, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the OCD) 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 given to the other parties.

#### 24. 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.
- Law to be excluded from this Agreement, in the event of an actual conflict between the terms 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 in conflict shall be resolved in the following order: (i) Exhibit A shall prevail, (ii) the terms and conditions set forth above the signature page shall control, (iii) Exhibit B and Appendix EE and finally, (iv) all other schedules, exhibits, appendixes and/or attachments. 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.
- 25. <u>Section and Other Headings</u>. 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.
- 26. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties hereto 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.

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

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

NATIONAL DEVELOPMENT COUNCIL

By: Name:

Daniel Marsh III

Title:

President

Date:

March 17, 2020

**NASSAU COUNTY** 

By: Paged.

Name: ENLY & TSIMIS

Title: DCE + Euron Der.

Date: 5.20.20

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK) COUNTY OF NASSAU) On the day of in the year 20 dobefore me personally came to me personally known, who, being by me duly sworn, did depose and say that he/she resides in the County of NEW York ; that he/she is the President of National Development Council the not-for-profit corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation. LINDA TSOI NOTARY PUBLIC STATE OF NEW YORK NO 6182306 QUALIFIED IN QUEENS COUNT STATE OF NEW YORK COMMISSION EXPIRES 25-20 ) ss.: COUNTY OF NASSAU

On the day of which in the year 2020 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he/she resides in the County of Nassau; that he/she is the Douty County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PURITIC

TANYAL CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires Spril 15, 20

#### Exhibit A

#### **Budget and Scope of Services**

BUDGET..... \$300,000.00

#### SCOPE OF SERVICES

- 1. Assistance to the County in the design, implementation and monitoring of the financial elements of capital improvement plans and physical development of such projects as may be referred to Contractor by OCD or Nassau County. These services will include an overall evaluation of all funding sources presently available to the County, including internally generated funds, debt financing, leasing, federal or state grants, federal or state tax credit programs, private sources and various combinations of all those sources.
- 2. Review and evaluate projects being considered by OCD and/or Nassau County for economic and housing development assistance: Services may include:
  - a. Evaluating sponsor/developer experience and capacity
  - b. Financial review and structuring of deals
  - c. Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
    - d. Advice on tax credit equity sources, requirements and structuring
    - e. Identification of other funding sources when required
    - f. Assistance with development issues during pre-development and development stages
    - g. Advice on program regulation issues.
- 3. Provide technical support and/or financial analysis to OCD and/or Nassau County with respect to its economic and housing development program proposals.
- 4. Provide technical assistance and advocacy in the County's efforts to seek funding and/or leverage existing resources through governmental programs including, but not limited to:
  - a. Federal Resources
  - b. Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.
  - c. HUD Section 108 loans,
  - d. U.S. Community Development Financial Institution (CDFI) Fund
  - e. U.S. Department of Commerce Economic Development Administration.
  - f. U.S. Environmental Protection Agency Brownfields Program, including Targeted Assessments, the Supplemental Pilot Program and the Brownfields Revolving Loan Fund.
  - g. U.S. Small Business Administration Section 7(a), Section 504 and Microenterprise programs.
  - h. New Markets Tax Credits.
  - i. Opportunity Zone Funding
- b. State of New York Resources
  - (1) Empire State Development Corporation (ESDC).
  - (2) New York Science Technology and Research (NYSTAR).
  - (3) New York State Homes and Community Renewal (HCR)
  - (4) New York State Department

- (5) New York State Department of Environmental Conservation
- (6) Other: Federal Home Loan Bank Affordable Housing Program and Community Investment Program.
- 5. Review the OCD and/or County's established economic development and/or housing development programs, including but not limited to:
  - a. Section 108 Loan Guarantee Program
  - b. Community Development Block Grant (CDBG) Program
  - c. HOME Investment Partnerships (HOME) Program

Such review will address the following items:

- 1) Eligibility criteria.
- 2) Developer capacity
- 3) Underwriting criteria.
- 4) Program documents,
- 5) Internal administration of application and approval processes.
- 6. Establish the County's participation in "HEDC New Markets," a designated Community Development Entity (CDE) through which New Markets Tax Credits (NMTC) will flow to investors of qualified community development projects that benefit low- to moderate-income people in Nassau County.
- 7. Provide the County with other related economic and housing development services-, alone and/or via authorized sub-contractors These services may include, but are not limited to:
  - a. Establishing a joint venture program between Nassau County and Contractor for industrial and commercial development projects through Community Development Group, Inc. (CDG).
  - b. Establishing the OCD's and/or the County's participation in Contractor's 501(c)(3) Bond and Donation Program
  - c. Establishing the OCD's and/or the County's participation in Contractor's Corporate Equity Fund, a syndicated investment pool that provides equity to eligible projects with housing and historic tax credits.
  - d. Establishing the OCD's and/or the County's participation in other programs developed and introduced by Contractor.
  - Organize and conduct conferences and training sessions with County employees, municipal Contractors and current or potential Contractors: including instruction, materials, marketing, space rental and other costs incidental to such programs.
- Assist the OCD and/or the County in establishing and/or administering a self-sustaining
  economic development loan pool for County businesses referred for consideration by OCD
  and/or the County which will satisfy all applicable US SBA requirements and regulations.
- 9. Contractor will evaluate the existing Section 108 Program and the current loans in the County's portfolio, and provide advice and assistance as needed, including, but not limited to, discussions with HUD staff regarding program reporting and closeout of open loans.

- 10. At the County's election, NDC will provide four (4) scholarships to be used by County staff for attendance in NDC's Economic Development Finance Professional Certification Training Program or provide "in-house" staff training for County personnel.
- 11. ASSIGNMENTS: OCD Director will prioritize assignments and provide regular assignments and inquiries to NDC.
- 12. PAYMENT OF CONSULTING FEES: The contract is a retainer agreement not to exceed \$300,000.00 for the term or \$25,000 per quarter over the three-year term.
- 13. REPORTING: NDC is to provide quarterly reports of work assignments and progress relating to assigned work which is to include the following information
  - a. Project Name: This will identify the specific project, community' or organization served by Nassau OCD.
  - b. Services: Report of services will include a brief description of the project and service provided.
  - c. Eligibility. Statement as to whether the activity was eligible under HOME or CDBG and the basis for such eligibility.

# Exhibit B Additional Federal Requirements

# I. GENERAL FEDERAL CONDITIONS:

- A. <u>General Compliance.</u> The Contractor, Developer or Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that:
- 1. The Contractor, Developer or Contractor does not assume the environmental responsibilities of Nassau County as Lead Agency Recipient described in 24 CFR 570.604 (National Environmental Review Act "NEPA" Review), and
- 2. The Contractor, Developer or Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 3. The Contractor, Developer or Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.
- 4. The Contractor, Developer or Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. <u>Subcontract Requirements</u>. In the event that the Contractor, Developer or Contractor subcontracts to another subcontractor or organization, the Contractor, Developer or Contractor must prepare and enter into a written subcontract. The Contractor, Developer or Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Contractor, Developer or Contractor will be responsible for monitoring the subcontractor or subgrantee for performance.

#### C. General Conduct

- l. <u>Hatch Act</u>. The Contractor, Developer or Contractor shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- 2. <u>Prohibited Activity</u>. The Contractor, Developer or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- 3. <u>Conflict of Interest.</u> The Contractor, Developer or Contractor shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
- a. The Contractor, Developer or Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the Contractor, Developer or Contractor shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Contractor, or any designated public agency.
  - 4. <u>Lobbying</u>. The Contractor, Developer or Contractor hereby certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly:
- d. It will execute and comply with the Lobbying Certification obligation as follows:
  - "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."
- 5. <u>Copyright</u>. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. <u>Religious Activities</u>. The Contractor or Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

# II. ENVIRONMENTAL CONDITIONS

- A. <u>General Environmental Compliance.</u> The Contractor, Developer or Contractor shall comply with the following requirements insofar as they apply to the performance of this Agreement:
  - Clean Air Act, 42 U.S.C. §§ 7401, et seq.;
  - Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
  - Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
  - National Environmental Policy Act of 1969.
  - HUD Environmental, Review Procedures (24 CFR Part 58). Depending on the project, categorical exclusions set forth at 24 CFR 58.35 may apply to certain CDBG activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required.
  - B. <u>National Environmental Policy Act Review</u>. The National Environmental Policy Act of 1969 (42 USC Section 4321, et seq.) establishes national policies, goals and procedures for protecting, restoring, and enhancing environmental quality.

HUD requires NEPA environmental reviews to be conducted before proceeding with actions that may affect the environment. In addition to NEPA regulations, the Contractor or Contractor must comply with other applicable federal and state environmental and historic regulations governing activities funded with CDBG monies.

- l. Contractors, Developers and Contractors are required to fully comply with all federal and state environmental and historic regulations. The goals of these regulations are to assure that development is compatible with environmental and historic conditions and does not adversely impact environmental and historic conditions, and that the users of the project will be given a safe, healthy, and enjoyable environment.
- 2. Nassau County has been designated by HUD to conduct NEPA Review on each activity funded with HUD funds. This entails determining the impact of the project on the environment and the historic nature of the community as well as the impact of the environment on the project.
- 3. Contractor, Developer or Contractor must supply the County's designated Environmental Officer with sufficient detail about each project to complete an environmental review.

- 4. To the extent to which NEPA requirements are applicable, the NEPA review process must be completed and the release of funds approved before OCD commits any funds on any activity or project. Additionally, until the release of funds has been approved, non-federal funds can not be committed if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. The County will provide the Contractor, Developer or Contractor with notification regarding the release of funds.
- C. <u>Flood Disaster Protection</u>. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Contractor, Developer or Contractor shall obtain and maintain as a condition of financial assistance for acquisition or construction purposes (including rehabilitation) flood insurance under the National Flood Insurance Program Flood maps are available at http://www.fema.gov/index.shtm

#### D. Lead-Based Paint.

- 1. The Contractor, Developer or Contractor shall comply with HUD Lead-Based Paint Regulations found at 24 CFR 570.608 and 24 CFR Part 35, Subpart B (the "Lead Rule") when undertaking any construction or rehabilitation of residential structures with assistance provided under this Agreement. The Lead Rule requires compliance with lead paint risk assessment, paint evaluation and testing, and the use of interim controls or abatement when necessary, depending upon the amount of Federal funds applied to a property. The regulations further require the proper training and certification of all contractors undertaking rehabilitation activities.
- 2. Notification: Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Proper notification is made by providing the EPA brochure entitled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools." This brochure is available on HUD's website at:

http://www.hud.gov/offices/lead/library/lead/renovaterightbrochure.pdf

This brochure may be reproduced by the Contractor, Developer or Contractor and should be distributed as broadly as possible. The brochure has a form attached which must be used to document receipt of the brochure by homeowners or tenants before rehabilitation activities are undertaken. Contractors, Developers or contractors who undertake rehabilitation programs shall retain the documentation of the receipt of the brochure with program files.

3. Nassau County Department of Health is part of the New York State and US Centers for Disease Control Childhood Lead Poisoning Prevention program, which includes monitoring the testing of children under the age of seven for elevated levels of lead. Nassau County Department of Health should be contacted if the Contractor, Developer or Contractor identifies children who may need blood lead level screening.

#### E. Historic Preservation.

- 1. The Contractor, Developer or Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.
- 2. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. This will be done as part of the NEPA review process.

# III. EMPLOYMENT CONDITIONS

A. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

#### B. <u>Labor Standards</u>.

- 1. The Contractor, Developer or Contractor shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.
- 2. The Contractor, Developer or Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the related implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor, Developer or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to OCD for review upon request.
- 3. Davis Bacon Threshold: The Contractor, Developer or Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor, Developer or Contractor of its obligation, if any, to require payment of the higher wage.
- 4. <u>Inclusion in Contracts</u>: The Contractor, Developer or Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

This includes:

- Attaching and making part of each tier of bid solicitations and construction contracts:
  - o Federal Labor Standards Wage Determination: NY080013
  - o Federal Labor Standards Provision: (HUD 4010)
  - Although New York State prevailing wages may also be applicable in a project with a mix of funding, the Federal Wage Determination must also be included in the bid/contract documents when Federal funds are used on a project.
- The following must be posted at the project site:
  - o Project Wage Sheet: HUD Form 4720 or the entire wage decision.
  - Notice to All Employees Poster: Form WH1321 located at http://www.dol.gov/esa/whd/regs/compliance/posters/fedprojc.pdf
- If a work classification is not included in the wage decision (HUD 4230a) it should be provided to the County to be submitted to HUD OLR.
- Project files must include copies of Notices for Bids and Copies of Notices of Contract Awards.
- If applicable, Developer's/Contractor's/Contractor's /Subcontractors' Certified (signed) weekly payrolls must be reviewed and checked for compliance with wage determinations in accordance with HUD procedures. With the submission of the first payroll, the Contractor or contractor must submit the following form: HUD 5282.
- Employee interviews must be conducted and recorded on HUD Form 11 and onsite complaints recorded on HUD Form 4731. OCD will notify HUD Office of Labor Relations of any underpayments or Davis Bacon and related Acts violations.
- Apprentices and trainees must be registered in State Apprenticeship Council approved programs and certification must be included with the payroll submission.
- 5. <u>Nassau County OCD Review</u>: Contractor, Developer or Contractor should submit to OCD copies of all bid documents prior to solicitation for review. In addition, question related to Davis Bacon compliance and applicability should be directed to assigned OCD staff for review with HUD Office of Labor Relations Staff.
- 6. Contractor, Developer or Contractor must complete and submit the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710) to OCD to compile and send to HUD Office of Labor Relations.
  - C. <u>Providing Economic Opportunities under Section 3 of the Housing and Urban Development Act of 1968 as Amended.</u>
- 1. <u>General</u>. Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, (hereinafter "Section 3") requires that when HUD financial assistance to housing and community development programs results in the generation of economic opportunities in a community, such opportunities should be directed toward low and very-low income persons.

Providing Economic Opportunities through Hiring Low and Very Low Income Persons. The Contractor, Developer or Contractor shall further ensure that new job opportunities for training and employment arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- (at or below 80% of HUD Area Median Income) and very low-income persons (at or below 50% of HUD Area Median Income) residing within the Nassau County Consortium. Where feasible, priority in hiring for new jobs should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

Providing Economic Opportunities through Contracting with Section 3 Certified Businesses: When feasible, contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects should first be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing within the Nassau County Consortium and to low- and very low-income participants in other HUD programs. A Section 3 business concern must be approved first through application to OCD.

- 2. <u>Section 3 Threshold</u>: The work to be performed under this Agreement is assisted under a program providing direct Federal financial assistance from HUD and, as such is subject to the requirements of Section 3 requires that to the greatest extent feasible opportunities for training and employment shall be given to low and very low income residents of the area of the Section 3 covered project. Section 3 applies to:
  - Projects for which HUD's share of the project costs exceeds \$200,000; and
  - Contracts and subcontracts awarded on projects for which HUD's share or project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.
  - Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements and must complete HUD Form 60002.
- 3. <u>Contractor, Developer or Contractor Responsibilities Pursuant to Section 3</u>. Each Contractor, Developer or Contractor that receives financial assistance subject to Section 3 compliance (and their contractors or subcontractors) are required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities that are created during the expenditure of covered funding. This responsibility includes:
  - Implementing procedures to notify Section 3 residents and business concerns about training and employment opportunities generated by Section 3 covered assistance;
  - Implementing procedures to notify Section 3 business concerns about the availability of contracting opportunities generated by Section 3 covered assistance;
  - Notifying contractors on Section 3 covered projects of their responsibilities prior to their completion of work;
  - Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];

- Facilitating the training and employment of Section 3 residents and the awarding of contracts to Section 3 business concerns;
- Assisting and actively cooperating with the OCD in obtaining the compliance of contractors and subcontractors:
- Refraining from entering into contracts with contractors who are in violation of the Section 3 regulations;
- Documenting actions taken to comply with Section 3; and
- Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.
- 4. <u>Preferences for Section 3 Business Concerns.</u> Section 3 also requires that contracts for work in connection with a covered project be awarded to business concerns which are located in the area of the Section 3 covered project or owned in substantial part by persons residing in the area. In housing and community development programs, where feasible, priority consideration should be given, to:
  - Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located; and
  - Applicants selected to carry out Youthbuild programs (category 2 businesses); and
  - Other Section 3 business concerns.
- 5. <u>Section 3 Clause Inclusion in Contracts as required by 24 CFR part 135.38</u>. All Section 3 covered contracts shall include the following clause in full (referred to as the Section 3 clause which is below in italics):
- A. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The contractor agrees to send to each labor organization or workers' representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applications for training and employment position can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number of jobs and the job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

#### Exhibit

6. <u>Compliance</u>. Compliance with the provisions of Section 3, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County as Grantee, the Contractor or Contractor and any of the Contractor or Contractor's subcontractors.

Failure to fulfill these requirements shall subject the Grantee, the Contractor, Developer or Contractor and any of the Contractor, Developer or Contractor's subcontractors, their successors and assigns, and subject to those sanctions specified by the Agreement through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135. The Contractor, Developer or Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

7. Reporting. If applicable, the Contractor, Developer or Contractor must complete HUD Form 60002: Section 3 Summary Report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

# IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT

- A. In the event that a Contractor, Developer or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the Contractor or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.
- B. The Contractor, Developer or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

More information is available at:

http://www.hud.gov/offices/cpd/library/relocation/index.cfm

- C. The Contractor, Developer or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG-assisted project. The Contractor, Developer or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.
- D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice:

FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain-Related Activities. This Notice can be accessed at:

http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg\_071706.pdf

#### V. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

l. <u>Compliance</u>. The US Department of Housing and Urban Development ("HUD") and Nassau County are committed to assuring that CDBG Contractors and Contractors take positive steps to ensure that all persons receive equal opportunity to housing, employment, public facilities and services, contracting and business opportunities, and CDBG funds, benefits and services, and are protected from displacement. In addition to equal access, Contractor, Developer and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Contractor, Developers and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the Contractor, Developer or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure compliance, attention to the civil rights, fair housing and equal opportunity components of your CDBG projects must be all-inclusive, from the project design to the final progress report.

Contractors, Developers and Contractors must:

- demonstrate that they afford equal employment opportunities to all persons;
- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate;
   and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Contractor, Developer or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

# Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

# Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

## Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

#### Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals. This Act requires among other things that all bids and contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

#### Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

#### Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

#### Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

#### Fair Housing-Related Presidential Executive Orders:

#### Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

#### Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

#### Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

#### Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

#### Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

## Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

# 2. Affirmatively Furthering Fair Housing.

- a. The Contractor, Developer or Contractor shall comply with Section 104 (b) (2) of the Housing and Community Development Act of 1974, ("HCD") as amended (42 U.S.C. 5309). This governing statute for the CDBG program requires that each grantee certify to HUD's satisfaction that (1) the grant will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-20) and (2) the grantee will affirmatively further fair housing.
- b. This requirement is codified for local jurisdictions, in the HUD Consolidated Plan requirements under 24 CFR § 91.225. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.
- c. The identification and subsequent reduction and/or elimination of impediments to fair housing involves affirmatively furthering fair housing as part of the acceptance of HUD program funds. Affirmatively furthering fair housing may be grouped into the following three categories:
  - Intent: The obligation to avoid policies, customs, practices or processes whose intent or purpose is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
  - Effect: The obligation to avoid policies, customs, practices or processes whose effect or impact is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Fair Housing Act.
  - Affirmative Duties: The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, practices, or processes that previously, currently or may potentially impede, infringe or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
- d. In order to affirmatively further fair housing in the sale or rental of property acquired or rehabilitated with HUD funds, the Contractor, Developer or Contractor must prepare and follow an Affirmative Fair Housing Marketing Plan ("AFHMP"). The Affirmative Fair Housing Marketing Plan must be consistent with OCD's Affirmative Fair Housing Marketing Guidelines and must be submitted to OCD in advance of the selection process for review and approval.

#### The AFHMP must include the following:

- The process of outreach advertising, and selection of applicants that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color, religion, sex, national origin, disability, or familial status. Special outreach should be conducted to groups least likely to apply. Examples of such action include:
  - O Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) within the marketing area:
  - Use of the <u>Equal Housing Opportunity Logo</u> and the equal housing opportunity statement.
  - o Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and
  - Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.
- A selection process which is open, fair and equitable (i.e. a housing lottery).
- Any system of preference of priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.
- 3. <u>Nondiscrimination</u>. The Contractor, Developer or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 4. <u>Land Covenants.</u> This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Contractor, Developer or Contractor shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Contractor, Developer or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. Section 504. The Contractor, Developer or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Contractor, Developer or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### B. Affirmative Action

l. Approved Plan. The Contractor, Developer or Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Contractor, Developer or Contractor to assist in the formulation of such program. The Contractor, Developer or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

# Women- and Minority-Owned Businesses (W/MBE).

- a. General. The Contractor, Developer or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.
- b. MBE/WBE Thresholds. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Contractor, Developer or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. <u>Local Requirements</u>. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in Appendix EE of this contract) detailing the implementation of the local MBE / WBE program. For further information see:

http://www.nassaucountyny.gov/agencies/MinorityAffairs/index.html#

d. <u>Contracting.</u> Prior to the commencement of any project, the Contractor, Developer or Contractor shall provide the County with a MBE/ WBE utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of payments to government and financing costs. Specific products and

services include, but are not limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

- e. <u>Goals</u>. In order to achieve this objective, OCD has established the following business participation goals presented as a percentage of the total value of all contracts let in connection with this contract: 5% to minority business enterprises and 5% to women business enterprises. These goals should be included in all bids and contracts.
- f. <u>Reporting.</u> If applicable, the Contractor, Developer or Contractor must complete HUD Form 2516 Contract and Subcontract Activity report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

# Exhibit D - Subcontractor/Third Party Agreements

#### **Additional Requirements**

The provisions of this Exhibit must be attached to any subcontract and/or third party agreements entered into by the Contractor, Developer or Contractor and are hereby made a part of the document to which it is attached to the extent they are applicable. Contractor, Developer or Contractor is required to ensure subcontractor/third party compliance, where applicable, with all provisions contained herein. Failure to comply the below applicable requirements may result in termination of the agreement and/or withholding of funds and/or costs associated/incurred under and in accordance with the Nassau County agreement being deemed ineligible and not subject to reimbursement. Nassau County shall determine compliance in accordance with HUD requirements.

The Contractor, Developer, Contractor and/or any other third party or subcontractor must comply, where applicable, with all parts of 24 CFR (0-4100), including sections 570.500 through 570.614.

The Contractor, Developer, Contractor and/or any other third party or subcontractor must comply, where applicable, with 24 CFR Part 85 including 24 CFR Part 85.36 (i) contract provisions which state:

# 24 CFR PART 85.36 (i) Contract provisions

A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- 1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- 2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- 3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All

- construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- 4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- 6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- 7. Notice of awarding agency requirements and regulations pertaining to reporting.
- 8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- 9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- 12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

# I. GENERAL FEDERAL CONDITIONS:

- A. <u>General Compliance.</u> The Contractor, Developer or Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that:
- 1. The Contractor, Developer or Contractor does not assume the environmental responsibilities of Nassau County as Lead Agency Recipient described in 24 CFR 570.604 (National Environmental Review Act "NEPA" Review), and
- 2. The Contractor, Developer or Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 58.
- 3. The Contractor, Developer or Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.
- 4. The Contractor, Developer or Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. <u>Subcontract Requirements</u>. In the event that the Contractor, Developer or Contractor subcontracts to another subcontractor or organization, the Contractor, Developer or Contractor must prepare and enter into a written subcontract. The Contractor, Developer or Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Contractor, Developer or Contractor will be responsible for monitoring the subcontractor or subgrantee for performance.

#### C. General Conduct

- 1. <u>Hatch Act</u>. The Contractor, Developer or Contractor shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- 2. <u>Prohibited Activity</u>. The Contractor, Developer or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- 3. <u>Conflict of Interest.</u> The Contractor, Developer or Contractor shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
- a. The Contractor, Developer or Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the Contractor, Developer or Contractor shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Contractor, or any designated public agency.
  - 4. <u>Lobbying</u>. The Contractor, Developer or Contractor hereby certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly:
- d. It will execute and comply with the Lobbying Certification obligation as follows:
  - "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."
- 5. <u>Copyright</u>. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities. The Contractor or Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

# II. ENVIRONMENTAL CONDITIONS

- A. <u>General Environmental Compliance.</u> The Contractor, Developer or Contractor shall comply with the following requirements insofar as they apply to the performance of this Agreement:
  - Clean Air Act, 42 U.S.C. §§ 7401, et seq.;
  - Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
  - Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
  - National Environmental Policy Act of 1969.
  - HUD Environmental, Review Procedures (24 CFR Part 58). Depending on the project, categorical exclusions set forth at 24 CFR 58.35 may apply to certain CDBG activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required.
  - B. <u>National Environmental Policy Act Review</u>. The National Environmental Policy Act of 1969 (42 USC Section 4321, et seq.) establishes national policies, goals and procedures for protecting, restoring, and enhancing environmental quality.

HUD requires NEPA environmental reviews to be conducted before proceeding with actions that may affect the environment. In addition to NEPA regulations, the Contractor or Contractor must comply with other applicable federal and state environmental and historic regulations governing activities funded with CDBG monies.

- 1. Contractors, Developers and Contractors are required to fully comply with all federal and state environmental and historic regulations. The goals of these regulations are to assure that development is compatible with environmental and historic conditions and does not adversely impact environmental and historic conditions, and that the users of the project will be given a safe, healthy, and enjoyable environment.
- 2. Nassau County has been designated by HUD to conduct NEPA Review on each activity funded with HUD funds. This entails determining the impact of the project on the environment and the historic nature of the community as well as the impact of the environment on the project.
- 3. Contractor, Developer or Contractor must supply the County's designated Environmental Officer with sufficient detail about each project to complete an environmental review.

- 4. To the extent to which NEPA requirements are applicable, the NEPA review process must be completed and the release of funds approved before OCD commits any funds on any activity or project. Additionally, until the release of funds has been approved, non-federal funds can not be committed if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. The County will provide the Contractor, Developer or Contractor with notification regarding the release of funds.
- C. <u>Flood Disaster Protection</u>. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Contractor, Developer or Contractor shall obtain and maintain as a condition of financial assistance for acquisition or construction purposes (including rehabilitation) flood insurance under the National Flood Insurance Program Flood maps are available at http://www.fema.gov/index.shtm

#### D. <u>Lead-Based Paint</u>.

- 1. The Contractor, Developer or Contractor shall comply with HUD Lead-Based Paint Regulations found at 24 CFR 570.608 and 24 CFR Part 35, Subpart B (the "Lead Rule") when undertaking any construction or rehabilitation of residential structures with assistance provided under this Agreement. The Lead Rule requires compliance with lead paint risk assessment, paint evaluation and testing, and the use of interim controls or abatement when necessary, depending upon the amount of Federal funds applied to a property. The regulations further require the proper training and certification of all contractors undertaking rehabilitation activities.
- 2. Notification: Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Proper notification is made by providing the EPA brochure entitled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools." This brochure is available on HUD's website at:

http://www.hud.gov/offices/lead/library/lead/renovaterightbrochure.pdf

This brochure may be reproduced by the Contractor, Developer or Contractor and should be distributed as broadly as possible. The brochure has a form attached which must be used to document receipt of the brochure by homeowners or tenants before rehabilitation activities are undertaken. Contractors, Developers or contractors who undertake rehabilitation programs shall retain the documentation of the receipt of the brochure with program files.

3. Nassau County Department of Health is part of the New York State and US Centers for Disease Control Childhood Lead Poisoning Prevention program, which includes monitoring the testing of children under the age of seven for elevated levels of lead. Nassau County Department of Health should be contacted if the Contractor, Developer or Contractor identifies children who may need blood lead level screening.

#### E. <u>Historic Preservation</u>.

- 1. The Contractor, Developer or Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.
- 2. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. This will be done as part of the NEPA review process.

# III. EMPLOYMENT CONDITIONS

A. <u>OSHA</u>. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

#### Labor Standards.

- 1. The Contractor, Developer or Contractor shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.
- 2. The Contractor, Developer or Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the related implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor, Developer or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to OCD for review upon request.
- 3. <u>Davis Bacon Threshold</u>: The Contractor, Developer or Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor, Developer or Contractor of its obligation, if any, to require payment of the higher wage.
- 4. <u>Inclusion in Contracts</u>: The Contractor, Developer or Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

This includes:

- Attaching and making part of each tier of bid solicitations and construction contracts:
  - o Federal Labor Standards Wage Determination: NY080013
  - o Federal Labor Standards Provision: (HUD 4010)
  - Although New York State prevailing wages may also be applicable in a project with a mix of funding, the Federal Wage Determination must also be included in the bid/contract documents when Federal funds are used on a project.
- The following must be posted at the project site:
  - o Project Wage Sheet: HUD Form 4720 or the entire wage decision.
  - Notice to All Employees Poster: Form WH1321 located at http://www.dol.gov/esa/whd/regs/compliance/posters/fedprojc.pdf
- If a work classification is not included in the wage decision (HUD 4230a) it should be provided to the County to be submitted to HUD OLR.
- Project files must include copies of Notices for Bids and Copies of Notices of Contract Awards.
- If applicable, Developer's/Contractor's/Contractor's /Subcontractors' Certified (signed) weekly payrolls must be reviewed and checked for compliance with wage determinations in accordance with HUD procedures. With the submission of the first payroll, the Contractor or contractor must submit the following form: HUD 5282.
- Employee interviews must be conducted and recorded on HUD Form 11 and onsite complaints recorded on HUD Form 4731. OCD will notify HUD Office of Labor Relations of any underpayments or Davis Bacon and related Acts violations.
- Apprentices and trainees must be registered in State Apprenticeship Council approved programs and certification must be included with the payroll submission.
- 5. Nassau County OCD Review: Contractor, Developer or Contractor should submit to OCD copies of all bid documents prior to solicitation for review. In addition, question related to Davis Bacon compliance and applicability should be directed to assigned OCD staff for review with HUD Office of Labor Relations Staff.
- 6. Contractor, Developer or Contractor must complete and submit the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710) to OCD to compile and send to HUD Office of Labor Relations.
  - C. Providing Economic Opportunities under Section 3 of the Housing and Urban Development Act of 1968 as Amended.
- 1. <u>General</u>. Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, (hereinafter "Section 3") requires that when HUD financial assistance to housing and community development programs results in the generation of economic opportunities in a community, such opportunities should be directed toward low and very-low income persons.

Providing Economic Opportunities through Hiring Low and Very Low Income Persons. The Contractor, Developer or Contractor shall further ensure that new job opportunities for training and employment arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- (at or below 80% of HUD Area Median Income) and very low-income persons (at or below 50% of HUD Area Median Income) residing within the Nassau County Consortium. Where feasible, priority in hiring for new jobs should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

Providing Economic Opportunities through Contracting with Section 3 Certified Businesses: When feasible, contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects should first be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing within the Nassau County Consortium and to low- and very low-income participants in other HUD programs. A Section 3 business concern must be approved first through application to OCD.

- 2. <u>Section 3 Threshold</u>: The work to be performed under this Agreement is assisted under a program providing direct Federal financial assistance from HUD and, as such is subject to the requirements of Section 3 requires that to the greatest extent feasible opportunities for training and employment shall be given to low and very low income residents of the area of the Section 3 covered project. Section 3 applies to:
  - Projects for which HUD's share of the project costs exceeds \$200,000; and
  - Contracts and subcontracts awarded on projects for which HUD's share or project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.
  - Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements and must complete HUD Form 60002.
- 3. <u>Contractor, Developer or Contractor Responsibilities Pursuant to Section 3</u>. Each Contractor, Developer or Contractor that receives financial assistance subject to Section 3 compliance (and their contractors or subcontractors) are required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities that are created during the expenditure of covered funding. This responsibility includes:
  - Implementing procedures to notify Section 3 residents and business concerns about training and employment opportunities generated by Section 3 covered assistance;
  - Implementing procedures to notify Section 3 business concerns about the availability of contracting opportunities generated by Section 3 covered assistance;
  - Notifying contractors on Section 3 covered projects of their responsibilities prior to their completion of work;
  - Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];

- Facilitating the training and employment of Section 3 residents and the awarding of contracts to Section 3 business concerns;
- Assisting and actively cooperating with the OCD in obtaining the compliance of contractors and subcontractors:
- Refraining from entering into contracts with contractors who are in violation of the Section 3 regulations;
- Documenting actions taken to comply with Section 3; and
- Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.
- 4. <u>Preferences for Section 3 Business Concerns.</u> Section 3 also requires that contracts for work in connection with a covered project be awarded to business concerns which are located in the area of the Section 3 covered project or owned in substantial part by persons residing in the area. In housing and community development programs, where feasible, priority consideration should be given, to:
  - Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located; and
  - Applicants selected to carry out Youthbuild programs (category 2 businesses); and
  - Other Section 3 business concerns.
- 5. <u>Section 3 Clause Inclusion in Contracts as required by 24 CFR part 135.38</u>. All Section 3 covered contracts shall include the following clause in full (referred to as the Section 3 clause which is below in italics):
- G. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.
- H. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- I. The contractor agrees to send to each labor organization or workers' representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applications for training and employment position can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number of jobs and the job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- J. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- K. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- L. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 6. <u>Compliance</u>. Compliance with the provisions of Section 3, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County as Grantee, the Contractor or Contractor and any of the Contractor or Contractor's subcontractors.

Failure to fulfill these requirements shall subject the Grantee, the Contractor, Developer or Contractor and any of the Contractor, Developer or Contractor's subcontractors, their successors and assigns, and subject to those sanctions specified by the Agreement through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135. The Contractor, Developer or Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

7. Reporting. If applicable, the Contractor, Developer or Contractor must complete HUD Form 60002: Section 3 Summary Report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

# IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT

- A. In the event that a Contractor, Developer or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the Contractor or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.
- B. The Contractor, Developer or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

More information is available at:

http://www.hud.gov/offices/cpd/library/relocation/index.cfm

- C. The Contractor, Developer or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG-assisted project. The Contractor, Developer or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.
- D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice:

FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain-Related Activities. This Notice can be accessed at:

http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg 071706.pdf

## V. PERSONNEL & PARTICIPANT CONDITIONS

## A. <u>Civil Rights</u>

1. <u>Compliance</u>. The US Department of Housing and Urban Development ("HUD") and Nassau County are committed to assuring that CDBG Contractors and Contractors take positive steps to ensure that all persons receive equal opportunity to housing, employment, public facilities and services, contracting and business opportunities, and CDBG funds, benefits and services, and are protected from displacement. In addition to equal access, Contractor, Developer and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Contractor, Developers and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the Contractor, Developer or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure compliance, attention to the civil rights, fair housing and equal opportunity components of your CDBG projects must be all-inclusive, from the project design to the final progress report.

Contractors, Developers and Contractors must:

- demonstrate that they afford equal employment opportunities to all persons;
- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate;
   and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Contractor, Developer or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

## Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

## Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

## Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

## Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals. This Act requires among other things that all bids and contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

#### Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

### Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

## Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

## Fair Housing-Related Presidential Executive Orders:

### Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

## Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

#### Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

#### Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

#### Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

## Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

## 2. Affirmatively Furthering Fair Housing.

- a. The Contractor, Developer or Contractor shall comply with Section 104 (b) (2) of the Housing and Community Development Act of 1974, ("HCD") as amended (42 U.S.C. 5309). This governing statute for the CDBG program requires that each grantee certify to HUD's satisfaction that (1) the grant will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-20) and (2) the grantee will affirmatively further fair housing.
- b. This requirement is codified for local jurisdictions, in the HUD Consolidated Plan requirements under 24 CFR § 91.225. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.
- c. The identification and subsequent reduction and/or elimination of impediments to fair housing involves affirmatively furthering fair housing as part of the acceptance of HUD program funds. Affirmatively furthering fair housing may be grouped into the following three categories:
  - Intent: The obligation to avoid policies, customs, practices or processes whose
    intent or purpose is to impede, infringe, or deny the exercise of fair housing
    rights by persons protected under the Federal Fair Housing Act.
  - Effect: The obligation to avoid policies, customs, practices or processes whose effect or impact is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Fair Housing Act.
  - Affirmative Duties: The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, practices, or processes that previously, currently or may potentially impede, infringe or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
- d. In order to affirmatively further fair housing in the sale or rental of property acquired or rehabilitated with HUD funds, the Contractor, Developer or Contractor must prepare and follow an Affirmative Fair Housing Marketing Plan ("AFHMP"). The Affirmative Fair Housing Marketing Plan must be consistent with OCD's Affirmative Fair Housing Marketing Guidelines and must be submitted to OCD in advance of the selection process for review and approval.

### The AFHMP must include the following:

- The process of outreach advertising, and selection of applicants that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color, religion, sex, national origin, disability, or familial status. Special outreach should be conducted to groups least likely to apply. Examples of such action include:
  - O Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) within the marketing area;
  - Use of the <u>Equal Housing Opportunity Logo</u> and the equal housing opportunity statement.
  - Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and
  - Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.
- A selection process which is open, fair and equitable (i.e. a housing lottery).
- Any system of preference of priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.
- 3. <u>Nondiscrimination</u>. The Contractor, Developer or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 4. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Contractor, Developer or Contractor shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Contractor, Developer or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. <u>Section 504</u>. The Contractor, Developer or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Contractor, Developer or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## B. Affirmative Action

1. Approved Plan. The Contractor, Developer or Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Contractor, Developer or Contractor to assist in the formulation of such program. The Contractor, Developer or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

## 2. Women- and Minority-Owned Businesses (W/MBE).

- a. <u>General</u>. The Contractor, Developer or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.
- b. <u>MBE/ WBE Thresholds</u>. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Contractor, Developer or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. <u>Local Requirements</u>. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in this Exhibit under VI. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN) detailing the implementation of the local MBE / WBE program. For further information see:

http://www.nassaucountyny.gov/agencies/MinorityAffairs/index.html #

d. <u>Contracting.</u> Prior to the commencement of any project, the Contractor, Developer or Contractor shall provide the County with a MBE/WBE utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of payments to government and financing costs. Specific products and

services include, but are not limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

- e. <u>Goals</u>. In order to achieve this objective, OCD has established the following business participation goals presented as a percentage of the total value of all contracts let in connection with this contract: 5% to minority business enterprises and 5% to women business enterprises. These goals should be included in all bids and contracts.
- f. <u>Reporting.</u> If applicable, the Contractor, Developer or Contractor must complete HUD Form 2516 Contract and Subcontract Activity report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

## **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, Developer or 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, Developer or 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, Developer or 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, Developer or 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, Developer or Contractor's obligations herein.
- (c) The Contractor, Developer or 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, Developer or 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, Developer or Contractor shall, in its advertisements and solicitations for Subcontractor, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractor must be equal opportunity employers.
- (f) Contractor, Developer or 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.

- Contractor, Developer or 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 subcontractor 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 or 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, Developer or 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 or 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, Developer or 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, Developer or 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, Developer or Contractor's Subcontracts and Contractor, Developer or Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor, Developer or 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, Developer or 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 or 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, Developer or 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 Contractor, Developer or Contractors or Subcontractor 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, Developer or 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, Developer or Contractor, listing the procedures it has undertaken to procure Subcontractor 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, Developer or 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 or Contractor, 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, Developer or 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, Developer or 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, Developer or Contractor welcomed bids and quotes from M/WBE Subcontractor. 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, Developer or 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 Subcontractor 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 subcontractor encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractor 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 or 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 or Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor, Developer or 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 Subcontractor or by the County Contractor, Developer or Contractor must also be included with the Best Effort Documentation
- i. Contractor, Developer or 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, Developer or 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, Developer or 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, Developer or Contractor that are necessary for the prime Contractor or 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, Developer or Contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a Contractor, Developer or Contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring Contractor, Developer or Contractors to retain or submit documentation of best efforts to utilize certified subcontractor 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 Proposer/Bidder hereby certifies the following:

1.	National Development Council							
	1 Battery Park Plaza, Suite 710, New York, NY 10004	(Name) (Address)						
	(212) 682 1106 (Telepho	one Number)						
2.	The Proposer/Bidder agrees to comply with the requirements Law, and with all applicable federal, state and local laws. Ye	of the Nassau County Living Wage						
3.	In the past five years, Proposer/Bidder has X has n government agency to have violated federal, state, or local law benefits, labor relations, or occupational safety and health. If a Proposer/Bidder, describe below:	vs regulating payment of wages or						
		<del></del>						
l <sub>ee</sub>	In the past five years, an administrative proceeding, investigate judicial action has _X has not been commenced again Proposer/Bidder. If such a proceeding, action, or investigation below:	nst or relating to the						
		——————————————————————————————————————						
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5.,	Proposer/Bidder 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. Yes
the date	y certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is rect and complete. Any statement of representation made herein shall be accurate and true as of stated below.  h 17, 2020
Dated	Signature of Chief Executive Officer
Daniel	Marsh III
Name of	f Chief Executive Officer
	before me this day of March, 2020
Notary I	Public  LESLIE A. MARSH  Notary Public, Commonwealth of Massachusetts  My Commission Expires March 4, 2022



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2019

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, subjethis certificate does not confer right	s to the co	ertificate holder in lieu o	or such endorser	nent(	s).	/ require an endorseme	ent. A st	atement o
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367 Bellevue WA 98009-0367				CONTACT Michelle Dyck PHONE (A/C, No, Ext): 206-607-0957  [A/C, No, Ext): 206-807-0957					
								Wellprovo arrangement and	
				INSURER A: Federal Insurance Company					NAIC#
National Development Council One Battery Park Plaza, Suite 710 24 Whitehall Street				INSURER B : Chubb Indemnity Insurance Company					20281
				INSURER C:					12777
				INSURER D:					
N	ew York NY 10004		INSURER E :						
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Α	X COMMERCIAL GENERAL LIABILITY		35336064	5/1/20		5/1/2020	EACH OCCURRENCE	\$ 1,000,0	100
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							MED EXP (Aguago expert)	\$ 1,000,0	
							MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				4		GENERAL AGGREGATE	\$ 1,000,0	
	POLICY PRO X LOC	1 1	N	1	1			\$2,000,0	
	OTHER:					1	PRODUCTS - COMPIOP AGG	\$2,000,0	00
A	AUTOMOBILE LIABILITY	73512244		5/1/20	19	5/1/2020	COMBINED SINGLE LIMIT	\$ 1,000,000	
	ANY AUTO			0,1120		0/1/2020	(Ea accident)  BODILY INJURY (Per person)	\$ 1,000,000	
	OWNED SCHEDULED AUTOS ONLY AUTOS							\$	
	X HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY						BODILY INJURY (Per accident) PROPERTY DAMAGE		
	AGTOS GIVET				- 1		(Per accident)	\$	
	UMBRELLA LIAB OCCUR				-			\$	
	EXCESS LIAB CLAIMS-MADE			5/1/2019		5/1/2020	EACH OCCURRENCE	S	
Ш	DED RETENTION 5 WORKERS COMPENSATION						AGGREGATE	\$	
3		1	71656165		0		V PER CTH	\$	
	AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE  Y / N		, , , , , , , , , , , , , , , , , , , ,		9		X PER STATUTE OTH-		
1	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	\$ 1,000,000	
- 1	If yes, describe under DESCRIPTION OF OPERATIONS below					_	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00	0
	or are more palor				-		E.L. DISEASE - POLICY LIMIT	\$1,000,00	0
4									
- 1		V 1 1		- 1	- 1				
SC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (ACODO	404 4 1 194						
ass	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE CAU County Is Additional Insured for Ge	neral Liabi	ity as respects the opera	ule, may be attached if tions of the insure	more s	pace is required	t)		
			. ,		0 00 1	equired by W	milen contract		
P	TIEICATE HOLDES								
K	TIFICATE HOLDER			CANCELLATIO	N				
	Nassau CountyOffice of Ho	using & In	tergovernmental	SHOULD ANY ( THE EXPIRAT ACCORDANCE	IUN .	DATE THER	SCRIBED POLICIES BE CA EOF, NOTICE WILL BE PROVISIONS.	NCELLED E DELIVE	BEFORE RED IN
40 Main Street, 3rd Floor Hempsted NY 11550 USA				AUTHORIZED REPRESENTATIVE					
				TO THE CONTEST OF THE					
	1		11						

## CHUBB.

## Liability Insurance

#### **Endorsement**

Policy Period

MAY 1,2019 TO MAY 1,2020

Effective Date

MAY 1,2019

Policy Number

35336064

Insured

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT INC. DBA NATIONAL

Name of Company

FEDERAL INSURANCE COMPANY

Date Issued

**APRIL 15,201**9

This Endorsement applies to the following forms:

#### GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

#### Who is An insured

\$2000 February Control Control

Additional Insured -Scheduled Person Or Organization Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

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However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance
  applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a
  contract or agreement. This limitation does not apply to the liability for damages, loss, cost or
  expense for injury or damage, to which this insurance applies, that the person or organization
  would have in the absence of such contract or agreement.



## CHUBB.

# Liability Endorsement (continued)

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Under Conditions, the following provision is added to the condition titled Other Insurance.

#### Conditions

Other Insurance — Primary, Noncontributory Insurance — Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

# Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative



LAURA CURRAN COUNTY EXECUTIVE



## COUNTY OF NASSAU OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501 (516) 571-0200

www.nassaucountyny.gov/1524/Office-of-Housing-and-Community-Developm

MEMORANDUM TO:

Robert Cleary, Chief Procurement Officer

FROM:

Kevin Crean, Director

RE:

HOME Investment Partnerships (HOME) Program Delay Memo

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidated Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD), which includes the HOME Investment Partnerships (HOME) Program.

The National Development Council (NDC) was selected to perform the tasks listed in the contract after the issuance of an Request for Proposals and review of responses. The National Development Council was currently serving in the same role after being selected via a previous RFP. The NDC was unaware that their existing contract was set to expire. NDC had various difficulties in completing the needed Disclosure forms that delayed the approval of the vendor selection by the Office of Procurement. This, in turn, delayed the initial routing of the contract.

The work of the NDC is reviewing financial information related to pending developments of affordable housing in Nassau County is crucial to the proper administration of the HOME Program and the production of much needed affordable housing. Thus, the approval of the contract term is essential.



## NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501

Website: http://www.nassaucountyny.gov/agencies/OCD/index.php

MEMORANDUM TO: Nassau County Comptroller's Office

FROM: Kevin Crean, Director

SUBJECT: Allocation of Community Development Block (CDBG) Program

Funds, HOME Investment Partnerships (HOME) Program Funds and

Emergency Solutions Grants (ESG) Program Funds

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD).

The Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program, and Emergency Solutions Grant Program regulations allow for funding directly to subrecipients to undertake eligible activities. Funding under the attached contract is awarded in compliance with these regulations through a formal application process initiated by OCD. Funding is determined by a committee and approved by the Nassau County Legislature and HUD through the Nassau Urban County Consortium Annual Action Plan.

An RFP was initiated on January 22, 2019 with proposals being due February 12, 2019. The RFP was posted on the County procurement website, Office of Community Development website and in Newsday and various mailings. Prior to issuing the RFP, it was determined that this was a low competition bid (1-3) anticipated proposals to be submitted). As expected, only one proposal was submitted, as the qualifications for carrying out the activities are limited to very few companies. The solicitation was approved and awarded to National Development Council based on all the documentation provided in the Solicitation Tracking system.

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