



Certified: --

E-40-22

Filed with the Clerk of the Nassau
County Legislature May 2, 2022
2:05PM

NIFS ID: CLHI22000009

**Department: Housing and Homeless
Services**

Capital:

Contract ID #: CQHI20000017

NIFS Entry Date: 04/29/2022

Service: ARPA Funding

Term: from 04/01/2019 to 03/31/2025

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	Yes
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: National Council for Community Development DBA: National Development Council	ID#: 136532871
Main Address: 1111 Superior Avenue East Cleveland, OH 44114 Contract Specific Address: 1 Battery Park Plaza (24 Whitehall St.), Suite 710 New York, NY 10004	
Main Contact: Janet Thomas	
Main Phone: (212) 682-1106	

Department:
Contact Name: Theresa Dukes
Address: 1 West Street, Suite 365 Mineola, NY 115011 West Street,
Phone: (516) 572-1924
Email: tdukes@nassaucountyny.gov,dcrosley@nassaucountyny.gov

Contract Summary

Purpose: Administering CDBG, CDBG-CV, HOME, 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 additional \$1,300,000.00 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, 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: 100% Federally Funded
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	HI	3120	DE	ESARP3120	DE500	ESARP3120 DE500	07	\$1,300,000.00
Grant Number		ESARP						
Grant Detail		3102						
TOTAL							\$1,300,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	103
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$1,300,000.00
State	
Capital	\$0.00
Other	
Total	\$1,300,000.00

Routing Slip

Department			
NIFS Entry	Laurie Buscemi	04/29/2022 09:13AM	Approved
NIFS Final Approval	Theresa Dukes	04/29/2022 09:24AM	Approved
Final Approval	Theresa Dukes	04/29/2022 09:24AM	Approved
County Attorney			
Approval as to Form	Daniel Gregware	04/29/2022 11:33AM	Approved
RE & Insurance Verification	Andrew Amato	04/29/2022 09:35AM	Approved
NIFS Approval	Daniel Gregware	04/29/2022 11:39AM	Approved
Final Approval	Daniel Gregware	04/29/2022 11:39AM	Approved
OMB			
NIFS Approval	Sanju Jacob	04/29/2022 10:11AM	Approved
NIFA Approval	Christopher Nolan	04/29/2022 10:13AM	Approved
Final Approval	Christopher Nolan	04/29/2022 10:13AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Ari Schulman	04/29/2022 02:18PM	Approved
DCE Compliance Approval	Robert Cleary	04/29/2022 02:34PM	Approved
Vertical DCE Approval	Arthur Walsh	05/02/2022 11:06AM	Approved
Final Approval	Arthur Walsh	05/02/2022 11:06AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	05/02/2022 01:36PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Intake Approval			Pending

Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

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 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 ID	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

AUTHORIZATION

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

CNOLAN

04/29/2022

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

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

NIFA reserves the right to request additional information as needed.

Elaine Phillips
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: _____

CONTRACTOR ADDRESS: _____

FEDERAL TAX ID #: _____

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 5/15/20, 9/10/20, 12/10/20, 7/29/21, 3/23/22 [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 department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

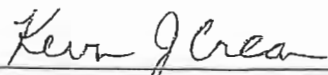
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

4/23/22
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ 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]

Dated: 12/07/2021 09:40:58 AM

Vendor: National Development Council

Title: Deputy CFO



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None

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

None

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

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See 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 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 ☒ If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

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

Dated: 12/07/2021 01:13:32 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 but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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

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: Seth Bongartz
Date of birth: 09/23/1954
Home address: P.O. Box 1407
City: Manchester Center State/Province/Territory: VT Zip/Postal Code: 05255
Country: US
- Business Address: 325 Gold Street Suite 501
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11201
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

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

President	_____	Treasurer	_____
Chairman of Board	<u>02/10/2020</u>	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>06/01/2005</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

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

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

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

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

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

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

I, 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]

Chair of the Board

Title

11/17/2021 03:53:11 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Daniel Marsh III
Date of birth: 04/20/1951
Home address: 5 Cedar Street
City: Mashpee State/Province/Territory: MA Zip/Postal Code: 02649
Country: US
- Business Address: 325 Gold Street, Suite 510
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11201
Country: US
Telephone: 212.682.1106
- Other present address(es):
City: Cleveland State/Province/Territory: OH Zip/Postal Code: 44114
Country: US
Telephone: 9175596188

List of other addresses and telephone numbers attached

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

President	<u>01/01/2017</u>	Treasurer	<u></u>
Chairman of Board	<u></u>	Shareholder	<u></u>
Chief Exec. Officer	<u>01/01/2017</u>	Secretary	<u></u>
Chief Financial Officer	<u></u>	Partner	<u></u>
Vice President	<u></u>		
(Other)	<u></u>		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

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

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

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

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

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

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

I, 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

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: Gertrude Scriven
Date of birth: 07/15/1949
Home address: 189 Bridge Street, Apt 3B
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11201
Country: US
- Business Address: National Development Council
City: Cleveland State/Province/Territory: OH Zip/Postal Code: 44114
Country: US
Telephone: 2126821106225
- Other present address(es):
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11201
Country: US
Telephone: 7184436220

List of other addresses and telephone numbers attached

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

President	Treasurer	11/17/2021
Chairman of Board	Shareholder	
Chief Exec. Officer	Secretary	
Chief Financial Officer	Partner	
Vice President		
(Other)		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

a. Is there any felony charge pending against you?

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

b. Is there any misdemeanor charge pending against you?

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

c. Is there any administrative charge pending against you?

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

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

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

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

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

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

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

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

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

I, 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]

Treasurer

Title

11/17/2021 12:26:24 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Adam Ennis
Date of birth: 01/03/1980
Home address: 658 N Country Club Rd
City: Brevard State/Province/Territory: NC Zip/Postal Code: 28712
Country: US
- Business Address: 325 Gold Street, Suite 501
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11201
Country: US
Telephone: (212) 682-1106
- Other present address(es): 35 West Probart Street, Suite E
City: Brevard State/Province/Territory: NC Zip/Postal Code: 28712
Country: US
Telephone: (828) 553-6107

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<u>01/01/2017</u>	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☒ NO ☐ If Yes, provide details.

NDC Housing and Economic Development Corp - CFO. This is a related subsidiary of the organization

submitting the questionnaire.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

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

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

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

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

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

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever

initiated?

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

9.

a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

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

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

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

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

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

I, 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.

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]

CFO

Title

11/17/2021 04:05:09 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: 12/07/2021

1) Proposer's Legal Name: National Council for Community Development

2) Address of Place of Business: 1111 Superior Avenue East

City: Cleveland State/Province/Territory: OH Zip/Postal Code: 44114

Country: US

3) Mailing Address (if different): PO Box 845300

City: Boston State/Province/Territory: MA Zip/Postal Code: 02284

Country: US

Phone: (212) 682-1106

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 073273294

5) Federal I.D. Number: 136532871

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☒ NO ☐ If yes, please provide details:

We share office with out business affiliates. Please see attachments

1 File(s) Uploaded: NDC AND AFFILIATES EIN NUMBERS.docx

8) Does this business control one or more other businesses?

YES ☒ NO ☐ If yes, please provide details:

Form is already attached

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

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

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

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

17 Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No Conflict Exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict Exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

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. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

05/08/1972

- 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 individuals with a financial interest in the company have been attached..

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

File is attached

No officers 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

Detailed information is provided in the proposal

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

- B. Indicate number of years in business.

52

- 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

I, Janet M Thomas , 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, Janet M 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

12/07/2021 09:53:17 AM

Date

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
CFO – NDC Board

658 N Country Club Road
Brevard, NC 28712

Seth Bongartz
NDC Board Chairman

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: _____

Current Position/Title: _____

I. I acknowledge that the National Council for Community Development, Inc. ("NDC"), a not-for-profit New York corporation recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code, has adopted a Duty of Loyalty Policy and a Conflict of Interest Policy (collectively "Policy") applicable to all employees of NDC. The policies of the National Development Council apply to NDC and its subsidiaries and affiliates including without limitation HEDC and its subsidiaries and affiliates, NDC Corporate Equity Fund, HEDC New Markets and Grow America Fund (hereinafter collectively referred to as "NDC").

I understand and agree that all NDC employees have a duty of loyalty and must avoid any investment, association or other situation that results in a conflict of interest or even the appearance of a conflict of interest that interferes with or may interfere with the independent exercise of my judgment in NDC's best interest. I further acknowledge that I am an employee of NDC and that the Policy applies to me during my tenure as an employee of NDC.

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 the duties set forth in the Policy that I, as an employee of NDC, owe to NDC, I will be subject to discipline, including termination of employment.

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: National Council for Community Development

Address: 1111 Superior Avenue East, Suite 1114

City: Cleveland State/Province/Territory: OH Zip/Postal Code: 44114

Country: US

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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, and
HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF NASSAU
AND
NATIONAL DEVELOPMENT COUNCIL**

AMENDMENT NO. FIVE

THIS FIFTH 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” or “NC 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”).

W I T N E S S E T H:

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 CLHI20000015, thereto dated December 10, 2020 (“Amendment Two”), Amendment Three, assigned contract number CLHI21000014, thereto dated July 29, 2021 (“Amendment Three”), Amendment Four, assigned contract number CLHI21000032, thereto dated March 23, 2022 (“Amendment Four”) (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 (1) administer additional 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. Maximum Amount. The maximum amount in the Original Agreement shall be increased by One Million Three Hundred Thousand Dollars (\$1,300,000.00), 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-Five Million One Hundred Sixty Thousand Four Hundred Forty-Three Dollars (\$25,160,443.00) (the "Amended Maximum Amount") as reflected in the Amended Exhibit A, attached hereto.

2. Budget. 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. Performance Monitoring. 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. Compliance with Law. (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) Compliance with Federal Requirements. 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 Principles, 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.

NATIONAL DEVELOPMENT COUNCIL

By: _____

Name: DANIEL MARSH III

Title: PRESIDENT AND CEO

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: _____

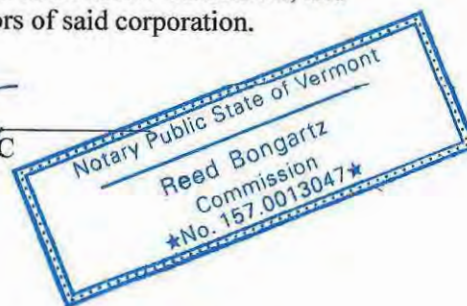
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 20TH day of APRIL in the year 2022 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 ; 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 2022 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 _____ 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 PUBLIC

Exhibit A

Amended Budget and Scope of Services

BUDGET.....\$25,160,443.00

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.

**Nassau County Restaurant Recovery Grant Program (RRGP)
CDBG-CV Budget:**

\$2,271,500.00

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 Principles, 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.

Nassau County ARPA Veterans Support Programs (VSP) Grant Program (VSPGP)
ARPA FRF Budget: \$1,300,000.00

15. Utilizing Coronavirus State & Local Fiscal Recovery Funds (FRF) allocated to the County under the ARPA, NDC shall administer the VSPGP for eligible 501 (c)(3) or (c)(19) veterans organizations 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 VSPGP 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, and the ARPA Final Rule.
 - (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 VSPGP 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.

16. 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.

17. Nassau County will advance ARPA funds to the NDC in the amount of \$500,000.00, to capitalize the VSPGP. The advance will be authorized upon execution of this Amendment and the subsequent submission of an advance claim request by NDC. The advance will be used to issue grants to the first fifty (50) eligible applicants and will be reconciled as per the requirements of Paragraph 5 of this Agreement or as otherwise provided by the County.

18. 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 VSPGP fund. The fee is to be paid upon receipt from NDC of evidence demonstrating actual grants issued to eligible businesses.

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.

19. 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.

20. 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.

21. Provide technical support and/or financial analysis to OCD and/or the County with respect to its economic and housing development program proposals.

22. 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.

23. 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

24. 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.

25. 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

26. 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

27. 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

28. 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.

29. **ASSIGNMENTS:** OCD Director will prioritize assignments and provide regular assignments and inquiries to NDC.

30. **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.

31. **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 NC 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, CDBG, or ARPA and the basis for such eligibility.

BRUCE A. BLAKEMAN
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 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 an additional \$10,000,000 in ARPA funding to continue assisting businesses in Nassau County as the need has been overwhelming. This contract adds an additional 1,300,000 in ARPA funding for Veterans Organizations.



COUNTY OF NASSAU
OFFICE OF COMMUNITY DEVELOPMENT
1 WEST STREET – SUITE 365
MINEOLA, NEW YORK 11501
(516) 571-0200 FAX (516) 571-1096
<https://www.nassaucountyny.gov/1524/Community-Development>

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 Grant 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).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367 Bellevue WA 98009-0367	CONTACT NAME: Joy Lewis PHONE (A/C, No, Ext): 206-566-7340 E-MAIL ADDRESS: Joy.Lewis@ajg.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Chubb Indemnity Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20281 12777
---	--	---------------------------------

COVERAGES **CERTIFICATE NUMBER:** 2141145251 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		35336064	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73512244	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		79698760	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		71656165	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County is Additional Insured for General Liability as respects the operations of the insured as required by written contract

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Office of Housing & Intergovernmental Affairs
40 Main Street, 3rd Floor
Hempsted NY 11550
USA

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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, 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 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 INSURED 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



**E-5-22**

Certified:

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 24 Whitehall Street, Suite 710 New York, NY 10004	Contact Person: Janet Thomeas
	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:	
OMB	NIFA Approval: X	20-DEC-21 -- IQURESHI
OMB	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

CPO	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: X	28-FEB-22 -- CALBERT
Comptroller	Deputy: X	04-MAR-22 -- BJEFFERSON1
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: N/A
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	HI	Revenue		6	DE500	\$ 10,000,000.00
Resp:	ESARP3100	Contract:				\$ 0.00
Object:	DE500	County	\$ 0.00			\$ 0.00
Transaction:	103	Federal	\$ 10,000,000.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 10,000,000.00		TOTAL	\$ 10,000,000.00

RENEWAL	
% Increase	
% Decrease	

**E-5-22**

Certified:

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 24 Whitehall Street, Suite 710 New York, NY 10004	Contact Person: Janet Thomeas
	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:	
OMB	NIFA Approval: X	20-DEC-21 -- IQURESHI
OMB	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

CPO	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: N/A
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	HI	Revenue		6	DE500	\$ 10,000,000.00
Resp:	ESARP3100	Contract:				\$ 0.00
Object:	DE500	County	\$ 0.00			\$ 0.00
Transaction:	103	Federal	\$ 10,000,000.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 10,000,000.00		TOTAL	\$ 10,000,000.00

RENEWAL	
% Increase	
% Decrease	

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 contract

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

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

3. **Contract Term:** 04/01/2019-03/31/2025

Has work or services on this contract commenced? N _____

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 100

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

Administering CDBG-CV, CDBG and APR Program Activities and Providing CDBG-CV, CDBG and APR eligible services satisfactory to the County and consistent with any standards required as a condition for providing CDBG-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 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 Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: National Development Council

CONTRACTOR ADDRESS: 24 Whitehall Street, Suite 710, New York, NY 10004

FEDERAL TAX ID #: 13-6532871

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 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 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 department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

12/13/21

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.

**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").

W I T N E S S E T H:

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. Maximum Amount. 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. Budget. 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. Performance Monitoring. 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. Compliance with Law. (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) Compliance with Federal Requirements. 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 Principles, 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.

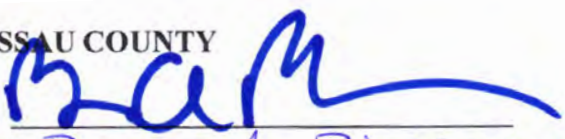
[Remainder of Page Intentionally Left Blank.]

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

NATIONAL DEVELOPMENT COUNCIL

By: 
Name: Daniel Marsh III
Title: President & CEO
Date: 11/16/2021

NASSAU COUNTY

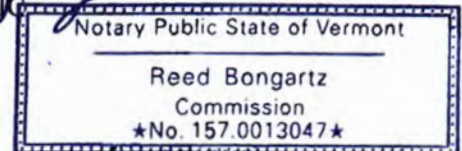
By: 
Name: Bruce A. Blakeman
Title: County Executive
Date: 3/22/2022

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.


NOTARY PUBLIC



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

On the 22nd day of March in the year 2022 before me personally came Bruce A. Blakeman 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 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 PUBLIC

CHRISTOPHER GEORGE LEIMONE
Notary Public, State of New York
Reg. No. 02LE6391936
Qualified in Nassau County
Commission Expires May 20, 2023

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.

**Nassau County Restaurant Recovery Grant Program (RRGP)
CDBG-CV Budget:**

\$2,271,500.00

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 RRG. 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 RRG 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 Principles, 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.

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 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 an 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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367 Bellevue WA 98009-0367	CONTACT NAME: Joy Lewis	
	PHONE (A/C, No, Ext): 206-566-7340	FAX (A/C, No):
	E-MAIL ADDRESS: Joy.Lewis@ajg.com	
INSURED National Development Council One Battery Park Plaza, Suite 710 24 Whitehall Street New York NY 10004	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	
	INSURER B: Chubb Indemnity Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	
	20281	
	12777	

COVERAGES**CERTIFICATE NUMBER:** 2141145251**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		35336064	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73512244	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		79698760	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	71656185	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Nassau County is Additional Insured for General Liability as respects the operations of the insured as required by written contract

CERTIFICATE HOLDER

Nassau County Office of Housing & Intergovernmental Affairs
40 Main Street, 3rd Floor
Hempsted NY 11550
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**E-115-21**

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 24 Whitehall Street, Suite 710 New York, NY 10004	Contact Person: Janet Thomeas
	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
OMB	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

CPO	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: X	13-JUL-21 -- CALBERT
Comptroller	Deputy: X	29-JUL-21 -- JSCHOEN
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.
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

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	HI	Revenue		1	DE500 8545	\$ 100,000.00
Control:	GRT	Contract:		2	DEERC	\$ 394,388.00
Resp:	8545,85C1. 85C2 ESARP3100	County	\$ 0.00	3	DEERC	\$ 316,055.00
Object:	DE 500	Federal	\$ 10,810,443.00	4	DE500	\$ 10,000,000.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 10,810,443.00		TOTAL	\$ 10,810,443.00

RENEWAL	
% Increase	
% Decrease	



Certified:

E-115-21

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 24 Whitehall Street, Suite 710 New York, NY 10004	Contact Person: Janet Thomeas
	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
OMB	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

CPO	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.
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

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	HI					
Control:	GRT	Revenue		1	DE500 8545	\$ 100,000.00
Resp:	8545,85C1, 85C2 ESARP3100	Contract:		2	DE500 85C1	\$ 394,388.00
Object:	DE 500	County	\$ 0.00	3	DE500 8C2	\$ 316,055.00
Transaction:	103	Federal	\$ 10,810,443.00	4	ESARP3100	\$ 10,000,000.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 10,810,443.00		TOTAL	\$ 10,810,443.00
RENEWAL						
% Increase						
% Decrease						

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.



Nassau County Interim Finance Authority

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

1. Vendor: National Development Council

2. Dollar amount requiring NIFA approval: \$10810443

Amount to be encumbered: \$10810443

This is a Amendment

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

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

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

3. Contract Term: 04/01/2019-03/31/2025

Has work or services on this contract commenced? Y ____

If yes, please explain: Ongoing grant program - Coronavirus related

4. Funding Source:

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 100

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

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.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

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

Contract ID	Date	Amount
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 Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

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

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

NIFA reserves the right to request additional information as needed.

Jack Schnirman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: National Development Council

CONTRACTOR ADDRESS: 1 Battery Pk. Plaza, 24 Whitehall St. Ste 710, NY NY 10004

FEDERAL TAX ID #: 13-6532871

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 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 department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

7/5/2021

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.

**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. Maximum Amount. 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. Budget. 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. Performance Monitoring. 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. Compliance with Law. (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) Compliance with Federal Requirements. 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 Principles, 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

By: 

Name: Evelyn R. Thomas

Title: DCE for Econ Dev.

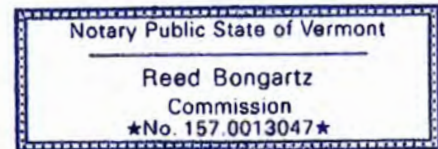
Date: 7.29.21

PLEASE EXECUTE IN BLUE INK

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

On the 2nd 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.

Reed Bongartz
NOTARY PUBLIC



Expires 11/31/23

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

On the 29 day of July in the year 2021 before me personally came Evelyn R. Tsionas 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 Deputy 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.

Tanya L. Carter
NOTARY PUBLIC

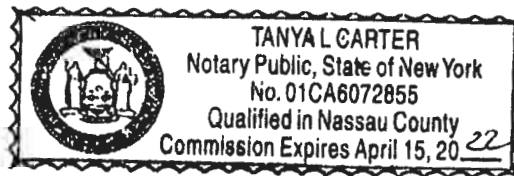


Exhibit A

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.

Nassau County Restaurant Recovery Grant Program (RRGP)

CDBG-CV Budget:

\$2,271,500.00

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 Principles, 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.

LAURA CURRAN
COUNTY EXECUTIVE



KEVIN J. CREAN
DIRECTOR

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).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367 Bellevue WA 98009-0367	CONTACT NAME: Joy Lewis	
	PHONE (A/C, No, Ext): 206-566-7340	FAX (A/C, No):
E-MAIL ADDRESS: Joy_Lewis@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B: Chubb Indemnity Insurance Company		12777
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 National Development Council
 One Battery Park Plaza, Suite 710
 24 Whitehall Street
 New York NY 10004

COVERAGES **CERTIFICATE NUMBER:** 2141145251 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		35336064	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73512244	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		79698760	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	71656165	5/1/2021	5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Nassau County is Additional Insured for General Liability as respects the operations of the insured as required by written contract

CERTIFICATE HOLDER Nassau County Office of Housing & Intergovernmental Affairs 40 Main Street, 3rd Floor Hempsted NY 11550 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

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, 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 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 INSURED 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 Council	Vendor ID#: 13-6532871
Address: 1 Battery Park Plaza, Suite 710 24 Whitehall St. New York, NY 10004	Contact Person: Janet Thomas
	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:	
OMB	NIFA Approval: X	09-DEC-20 -- IQURESHI
OMB	NIFS Approval: X	07-DEC-20 -- SDEWS
County Atty.	Insurance Verification: X	07-DEC-20 -- AAMATO

County Atty.	Approval to Form: X	07-DEC-20 -- DMCDERMOTT
CPO	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		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		4	DEERC	\$ 2,500,000.00
Control:	HI	Contract:				\$ 0.00
Resp:	85C2	County	\$ 0.00			\$ 0.00
Object:	500	Federal	\$ 2,500,000.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00

RENEWAL		TOTAL	\$ 2,500,000.00		TOTAL	\$ 2,500,000.00
% Increase						
% Decrease						

RENEWAL		TOTAL	\$ 2,500,000.00			TOTAL	\$ 2,500,000.00
% Increase							
% Decrease							

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

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 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 department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

12/3/2020
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.

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.

LAURA CURRAN
COUNTY EXECUTIVE



KEVIN J. CREAN
DIRECTOR

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 12/1/2020 (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 CQH120000017 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 CLH120000007, 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. Budget. 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 "Amended Budget").

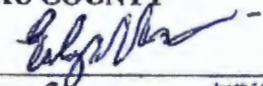
IN WITNESS WHEREOF, the Subrecipient and the County have executed this Agreement as of the date first above written.

NATIONAL DEVELOPMENT COUNCIL

By: 
Name: DANIEL MARSH III
Title: President & CEO

Date: 12/2/2020

NASSAU COUNTY

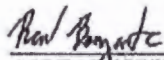
By: 
Name: Elyse A. Tsimis
Title: DC & Economic Developer
Date: 12.18.20

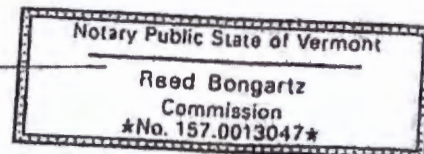
PLEASE EXECUTE IN BLUE INK

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

On the 2 day of December in the year 2020 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 Nassau; that he/she is the President and CEO 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.

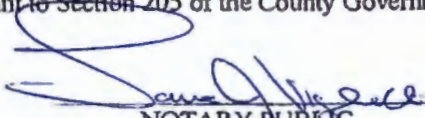
Barnstable, MA


NOTARY PUBLIC



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

On the 15 day of December in the year 2020 before me personally came Elyse A. Tsimis 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 DC & Economic Developer 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 PUBLIC

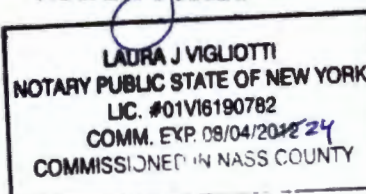


Exhibit A

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 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 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	\$2,250,000.00
NDC Program Delivery Expenses	\$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:

1. The chief executive officer of the Proposer/Bidder is:

DAVID L. MARSHALL (Name)
ONE BATTERY PARK PLAZA, SUITE 700, NEW YORK, NY 10004 (Address)
(212) 682-1106 (Telephone Number)

2. 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.

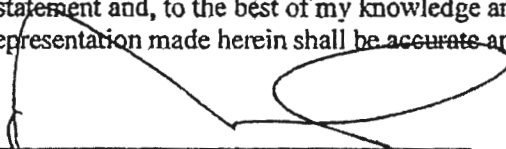
3. In the past five years, Proposer/Bidder _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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.

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

12/2/2020
Dated



Signature of Chief Executive Officer

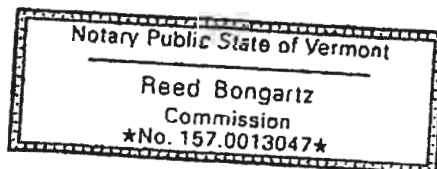
DANIEL MARSHALL III

Name of Chief Executive Officer

Sworn to before me this
2 day of December, 2020.

Reed Bongartz

Notary Public





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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367 Bellevue WA 98009-0367	CONTACT NAME: Michelle Dyck PHONE (A/C, No, Ext): 206-607-0957 E-MAIL ADDRESS: Michelle_Dyck@ajg.com FAX (A/C, No):																					
INSURED National Development Council One Battery Park Plaza, Suite 710 24 Whitehall Street New York NY 10004	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER B:</td><td>Chubb Indemnity Insurance Company</td><td>12777</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Federal Insurance Company	20281	INSURER B:	Chubb Indemnity Insurance Company	12777	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Federal Insurance Company	20281																				
INSURER B:	Chubb Indemnity Insurance Company	12777																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 579708797**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		35336064	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73512244	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	71656165	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Nassau County is Additional Insured for General Liability as respects the operations of the insured as required by written contract

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Office of Housing & Intergovernmental Affairs
40 Main Street, 3rd Floor
Hempsted NY 11550
USA

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 hereto).
- 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 INSURED 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 Council	Vendor ID#: 13-6532871
Address: 1 Battery Park Plaza, Suite 710, 24 Whitehall St. New York, New York 10004	Contact Person: Janet Thomas
	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:	
OMB	NIFA Approval: X	04-AUG-20 -- IQURESHI
OMB	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

CPO	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

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	HI	Revenue		1	DE ERC	\$ 250,000.00
Resp:	8545	Contract:				\$ 0.00
Object:	500	County	\$ 0.00			\$ 0.00
Transaction:	103	Federal	\$ 250,000.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 250,000.00		TOTAL	\$ 250,000.00

RENEWAL	
% Increase	
% Decrease	

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

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 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 department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

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.



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. Maximum Amount. 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. Budget. 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 "Amended Budget").

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

NATIONAL DEVELOPMENT COUNCIL

By: _____
Name: DANIEL MARSH III
Title: PRESIDENT & CEO
Date: 6/29/2020

NASSAU COUNTY

By: _____
Name: Evlyn Tsimis
Title: Deputy County Executive
Date: 9.10.20

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

New York
COUNTY OF NASSAU)

On the 29 day of June in the year 2020 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 Nassau; that he/she is the President of NATL Develop. 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.

Gertrude Scriven
NOTARY PUBLIC

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

GERTRUDE SCRIVEN
NOTARY PUBLIC, State of New York
No. 31-4888579
Qualified in Kings County
Commission Expires November 23, 2021

On the 10 day of September in the year 2020 before me personally came Evlyn Tsimis 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 Deputy 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.

[Signature]
NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI8190782
COMM. EXP. 06/04/2024
COMMISSIONED IN NASS COUNTY

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:

1. The chief executive officer of the Proposer/Bidder is:

DAVIDEL MARSH III (Name)
ONE BATTERY PARK PLAZA SUITE 710 NY, NY 10004 (Address)
212 692-1106 (Telephone Number)

2. 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.

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:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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.

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

6/29/2020
Dated


Signature of Chief Executive Officer

DANIEL MARSH JR
Name of Chief Executive Officer

Sworn to before me this

29 day of June, 2020


Notary Public

GERTRUDE SCRIVEN
NOTARY PUBLIC, State of New York
No. 31-488579
Qualified in Kings County
Commission Expires November 23, 2021

LAURA CURRAN
COUNTY EXECUTIVE



KEVIN J. CREAN
DIRECTOR

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.

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 (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 re-open 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).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367 Bellevue WA 98009-0367	CONTACT NAME: Michelle Dyck PHONE (A/C, No, Ext): 206-607-0957 E-MAIL ADDRESS: Michelle_Dyck@ajg.com FAX (A/C, No):														
INSURED National Development Council One Battery Park Plaza, Suite 710 24 Whitehall Street New York NY 10004	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER B : Chubb Indemnity Insurance Company</td><td>12777</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : Chubb Indemnity Insurance Company	12777	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Federal Insurance Company	20281														
INSURER B : Chubb Indemnity Insurance Company	12777														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 2006095635**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35336064	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73512244	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71656165	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Nassau County is Additional Insured for General Liability as respects the operations of the insured as required by written contract

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Office of Housing & Intergovernmental Affairs
40 Main Street, 3rd Floor
Hempsted NY 11550
USA

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 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 INSURED 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 Council	Vendor ID#: 13-6532871
Address: 1 Battery Park Plaza, Suite 710, 24 Whitehall St. New York, New York 10004	Contact Person: Janet Thomas
	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:	
OMB	NIFA Approval: X	04-AUG-20 -- IQURESHI
OMB	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

CPO	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

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		1	DE ERC	\$ 250,000.00
Control:	HI	Contract:				\$ 0.00
Resp:	8545	County	\$ 0.00			\$ 0.00
Object:	500	Federal	\$ 250,000.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 250,000.00		TOTAL	\$ 250,000.00
RENEWAL						
% Increase						
% Decrease						

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

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on 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 department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

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.

National Development Council

List of Officers

<u>NAMES</u>	<u>ADDRESSES</u>
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

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

1. Name of the Entity: National Development Council

Address: 1 Battery Park Plaza, Suite 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 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.

Please see attachment but these entities will not participate in the performance of the contract

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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>NAMES</u>	<u>ADDRESSES</u>
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

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

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. Maximum Amount. 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. Budget. 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 "Amended Budget").

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

NATIONAL DEVELOPMENT COUNCIL

By: _____
Name: DANIEL MARSH III
Title: PRESIDENT & CEO
Date: 6/29/2020

NASSAU COUNTY

By: _____
Name: Evlyn Tsimis
Title: Deputy County Executive
Date: 9.10.20

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

New York
COUNTY OF NASSAU)

On the 29 day of June in the year 2020 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 Nassau; that he/she is the President of NATL Develop. 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.

Gertrude Scriven
NOTARY PUBLIC

STATE OF NEW YORK)

COUNTY OF NASSAU)

) ss.:
)

GERTRUDE SCRIVEN
NOTARY PUBLIC, State of New York
No. 31-4888579
Qualified in Kings County
Commission Expires November 23, 2021

On the 10 day of September in the year 2020 before me personally came Evlyn Tsimis 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 Deputy 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.

[Signature]
NOTARY PUBLIC

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01VI6190782
COMM. EXP. 08/04/2024
COMMISSIONED IN NASS COUNTY

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:

1. The chief executive officer of the Proposer/Bidder is:

DANIEL MARSH III (Name)
ONE BATTERY PARK PLAZA, SUITE 710 NY, NY 10004 (Address)
212 692-1106 (Telephone Number)

2. 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.
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:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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.

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

6/29/2020
Dated


Signature of Chief Executive Officer

DANIEL MARSH JR
Name of Chief Executive Officer

Sworn to before me this

29 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, 2021

LAURA CURRAN
COUNTY EXECUTIVE



KEVIN J. CREAN
DIRECTOR

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.

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 (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 re-open 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).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
P.O. Box 367
Bellevue WA 98009-0367

CONTACT NAME: Michelle Dyck**PHONE**
(A/C, No, Ext): 206-607-0957**FAX**
(A/C, No):**E-MAIL**
ADDRESS: Michelle_Dyck@ajg.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Federal Insurance Company

20281

INSURER B: Chubb Indemnity Insurance Company

12777

INSURER C:**INSURER D:****INSURER E:****INSURER F:**

INSURED
National Development Council
One Battery Park Plaza, Suite 710
24 Whitehall Street
New York NY 10004

COVERAGES**CERTIFICATE NUMBER:** 2006095635**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35336064	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73512244	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	71656165	5/1/2020	5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Nassau County is Additional Insured for General Liability as respects the operations of the insured as required by written contract

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Office of Housing & Intergovernmental Affairs
40 Main Street, 3rd Floor
Hempsted NY 11550
USA

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 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 INSURED 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

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

Routing Slip

Department	NIFS Entry: X	19-MAR-20 -- TDUKES
Department	NIFS Approval: X	19-MAR-20 -- TDUKES
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	30-MAR-20 -- IQURESHI
OMB	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-APR-20 -- KOHAGENCE
DCEC	Approval: X	02-APR-20 -- JCHIARA
Dep. CE	Approval: X	06-APR-20 -- ETSIMIS
Leg. Affairs	Approval/Review: X	15-APR-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy: X	15-MAY-20 -- JSCHOEN
NIFA	NIFA Approval:	

Contract Summary

Purpose: Purpose: Administering CDBG and HOME Program 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

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		1	DE500	\$ 150,000.00
Control:	HI	Contract:		2	DE500	\$ 150,000.00
Resp:	8444/8545	County	\$ 0.00			\$ 0.00
Object:	500	Federal	\$ 300,000.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 300,000.00		TOTAL	\$ 300,000.00

RENEWAL	
% Increase	
% Decrease	

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual ~~Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified~~ firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

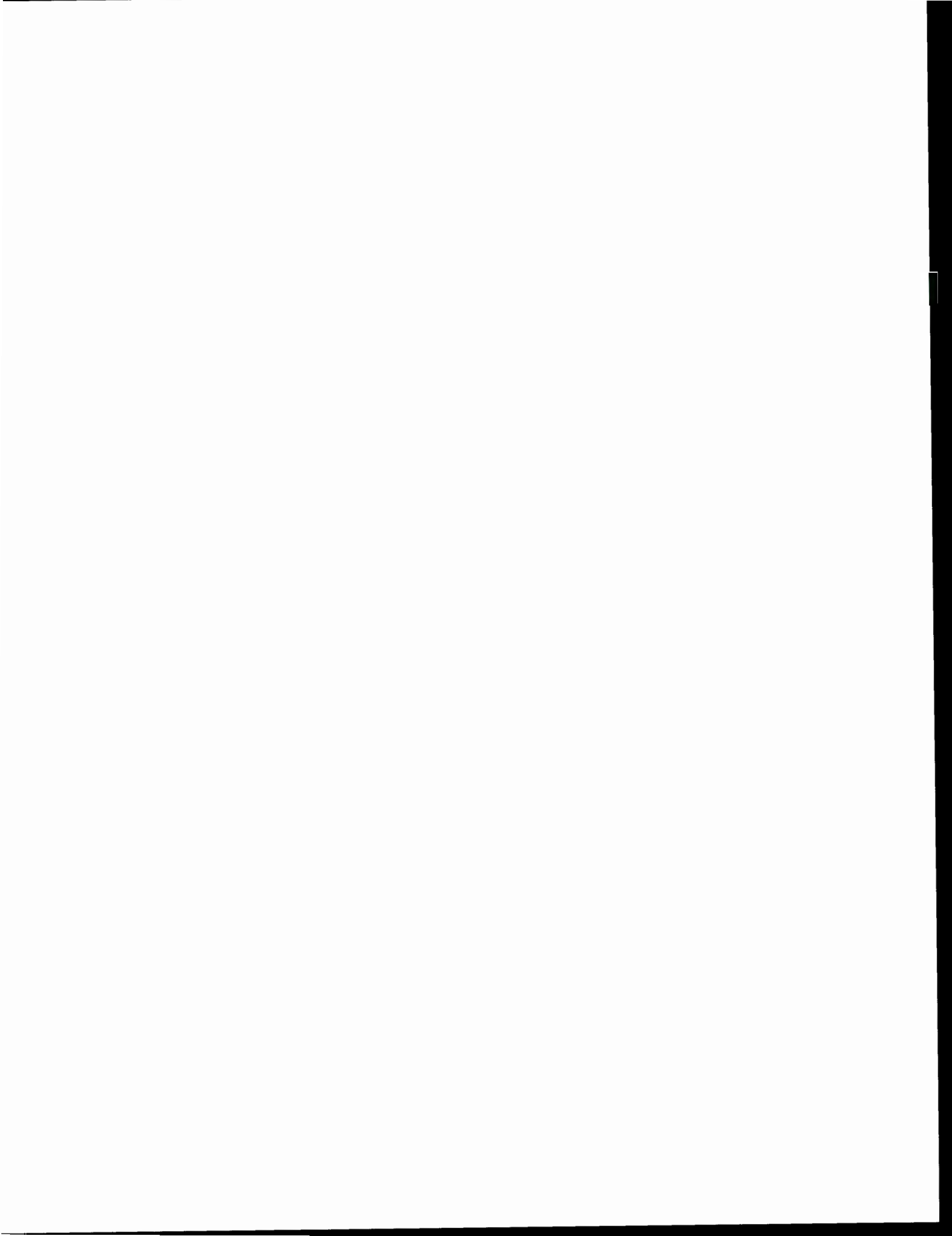
X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Kern J. Crea
Department Head Signature

3/19/2020
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.





Board of Directors Contact Information

Saundra J. Hudson - Chair
7 Pinebrook Drive
Edwardsville, IL 62025
Tel: (618) 692-6238
Cell: (618) 558-5372
sjh95@aol.com

Gary Perlow
President
Nikki Perlow Foundation
Cell: (410) 375-8839
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



**Board of Directors
Contact Information**

Mark D. Foster – Counsel
4835 LBJ Freeway, Suite 424
Dallas, TX 75244
Tel: (214) 363-9599
Cell: (214) 707-7466
mark@mdfoster.com

Adam Ennis – NDC CFO
National Development Council
One Battery Park Plaza
24 Whitehall Street, Suite 710
New York, NY 10004
Tel: (212) 682-1106
Cell: (828) 553-6107
aennis@ndconline.org



**COMMUNITY DEVELOPMENT BLOCK GRANT and
HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF NASSAU
AND
NATIONAL DEVELOPMENT COUNCIL**

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, (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

WHEREAS, the County has applied for and received Community Development Block Grant and HOME Investment Partnerships Program (hereinafter referred to as "CDBG" and "HOME") funds from the United States Government under Title I of the Housing and Community Development Act of 1974 (the "CDBG Program"); 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. Term. 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) Activities. 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 Exhibit A.

(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) Budget. 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) Timing of Payment Claims. 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) No Duplication of Payments. 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) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto 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) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

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

a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

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

12. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however,

that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

13. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) 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) Contractors and Subcontractors. 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) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

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

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

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 24 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 24 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) Client Data. 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) Property Records. 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) Close-Outs. 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) National Objectives. 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.

(g) Audits and Inspections. All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Contractor within thirty (30) days after receipt by the Contractor. Failure of the Contractor to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Contractor hereby warrants, covenants and agrees to have an annual agency audit conducted in accordance with current local policy concerning Contractor audits.

17. Program Income. 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. Limitations on Actions and Special Proceedings Against the County; Notice. 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. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the 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.

(c) Unless the application of this sub-clause will cause a provision required by 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. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

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

NATIONAL DEVELOPMENT COUNCIL

By: _____
Name: Daniel Marsh III
Title: President
Date: March 17, 2020

NASSAU COUNTY

By: _____
Name: EULY R. TSIMIS
Title: DCE + Economic Dev.
Date: 5.20.20

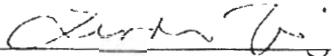
PLEASE EXECUTE IN BLUE INK

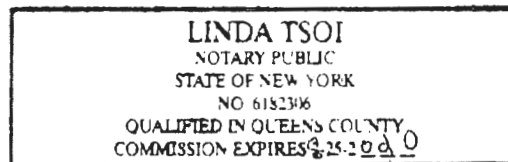
STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 17 day of March in the year 2020 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 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.


NOTARY PUBLIC



STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 20 day of May in the year 2020 before me personally came Evelyn R. Tsimis 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 Deputy 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 PUBLIC

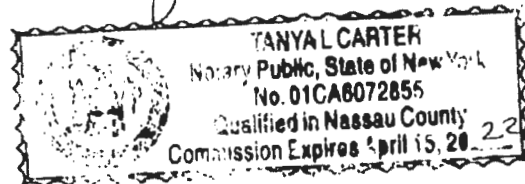


Exhibit A

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.
 - e. 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.
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.
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. General Compliance. 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. Subcontract Requirements. 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. Hatch Act. 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. Prohibited Activity. 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. Conflict of Interest. 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. Lobbying. 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. Copyright. 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. General Environmental Compliance. 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. National Environmental Policy Act Review. 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. Flood Disaster Protection. 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. 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. 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. Inclusion in Contracts: 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:
 - Federal Labor Standards Wage Determination: NY080013
 - 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:
 - 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. General. 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. Section 3 Threshold: 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. Contractor, Developer or Contractor Responsibilities Pursuant to Section 3. 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. Preferences for Section 3 Business Concerns. 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. Section 3 Clause Inclusion in Contracts as required by 24 CFR part 135.38. 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. **Compliance.** 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

1. Compliance. 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:
 - 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 Equal Housing Opportunity Logo 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 or 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. Nondiscrimination. 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. 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

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. 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. Local Requirements. 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. Contracting. 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. Goals. 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. Reporting. 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)
5. 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. General Compliance. 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. Subcontract Requirements. 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. Hatch Act. 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. Prohibited Activity. 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. Conflict of Interest. 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. Lobbying. 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. Copyright. 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. General Environmental Compliance. 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. National Environmental Policy Act Review. 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. Flood Disaster Protection. 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. 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. 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. Inclusion in Contracts: 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:
 - Federal Labor Standards Wage Determination: NY080013
 - 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:
 - 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. General. 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. **Section 3 Threshold:** 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. **Contractor, Developer or Contractor Responsibilities Pursuant to Section 3.** 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. Preferences for Section 3 Business Concerns. 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. Section 3 Clause Inclusion in Contracts as required by 24 CFR part 135.38. 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. **Compliance.** 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

1. Compliance. 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:
 - 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 Equal Housing Opportunity Logo 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 or 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. Nondiscrimination. 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. 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

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. 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. Local Requirements. 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. Contracting. 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. Goals. 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. Reporting. 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.

(g) 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, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor, 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. The chief executive officer of the Proposer/Bidder is:

National Development Council

(Name)

1 Battery Park Plaza, Suite 710, New York, NY 10004

(Address)

(212) 682 1106

(Telephone Number)

2. 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. Yes

3. In the past five years, Proposer/Bidder _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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

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

March 17, 2020

Dated

Signature of Chief Executive Officer

Daniel Marsh III

Name of Chief Executive Officer

Sworn to before me this

17 day of March, 2020

Notary Public





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, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367 Bellevue WA 98009-0367	CONTACT NAME: Michelle Dyck	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 206-607-0957	E-MAIL ADDRESS: Michelle_Dyck@aig.com	
INSURED National Development Council One Battery Park Plaza, Suite 710 24 Whitehall Street New York NY 10004	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Chubb Indemnity Insurance Company		12777
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1279951063

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35336064	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73512244	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		71656165	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Nassau County is Additional Insured for General Liability as respects the operations of the insured as required by written contract

CERTIFICATE HOLDER**CANCELLATION**

Nassau County Office of Housing & Intergovernmental Affairs
40 Main Street, 3rd Floor
Hempsted NY 11550
USA

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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, 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 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 INSURED 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: 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.