

Certified: --

E-2-23

Filed with the Clerk of the Nassau County Legislature January 10, 2023 10:22AM

NIFS ID: CLHI22000026

Capital:

Contract ID #: CQHI20000017 NIFS Entry Date: 11/15/2022

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

Department: Housing and Homeless Services

Service: ARPA Funding - Amendment CQHI20000017

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

Contract Delayed: X

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	ID#:136532871	
DBA: National Development Council		
Main Address: 1111 Superior Avenue E	ast	
Cleveland, OH 44114		
Contract Specific Address: 1 Battery Park Place (24		
Whitehall St), Suite 710, NY, NY 10004		
Main Contact: Janet Thomas		
Contract Specific Contact: Joel Morales		
Main Phone: (212) 682-1106		

Department:
Contact Name: Theresa Dukes
Address: 1 West Street, Suite 365 Mineola, NY 11501
Phone: (516) 572-1924
Email: tdukes@nassaucountyny.gov,aharvey1@nassaucountyny.gov

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: 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

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GRT	HI	3100	DE	ESARP3100	DE500	ESARP3100 DE500	08	\$10,000,000.00
Grant N	lumber	ESARP						
Grant D	etail	3100						
						TOTAL		\$10,000,000.00

Additional Info			
Blanket Encumbrance			
Transaction	109		
Renewal			
% Increase			
% Decrease			

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$10,000,000.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$10,000,000.00

Routing Slip

Department					
NIFS Entry	Angela Harvey	11/16/2022 03:05PM	Approved		
NIFS Final Approval Theresa Dukes		11/16/2022 03:10PM	Approved		
Final Approval	Theresa Dukes	11/16/2022 03:10PM	Approved		
County Attorney					
Approval as to Form	Thomas Montefinise	11/22/2022 03:17PM	Approved		
RE & Insurance Verification	Andrew Amato	11/16/2022 03:21PM	Approved		
NIFS Approval	Mary Nori	11/23/2022 05:07PM	Approved		
Final Approval	Mary Nori	11/23/2022 05:07PM	Approved		
OMB					
NIFS Approval	Anthony Romano	11/16/2022 04:20PM	Approved		
NIFA Approval	Christopher Nolan	11/16/2022 05:07PM	Approved		
Final Approval	Christopher Nolan	11/16/2022 05:07PM	Approved		
Compliance & Vertical DCE					
Procurement Compliance Approval	Robert Cleary	11/28/2022 11:39AM	Approved		
DCE Compliance Approval	Robert Cleary	11/28/2022 11:40AM	Approved		
Vertical DCE Approval	Anissa Moore	12/01/2022 11:22AM	Approved		
Final Approval	Anissa Moore	12/01/2022 11:22AM	Approved		
Legislative Affairs Review					
Final Approval	Christopher Leimone	01/10/2023 10:13AM	Approved		
Legislature					
Final Approval			In Progress		
Comptroller	Comptroller				
Claims Approval			Pending		

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

RULES RESOLUTION NO. - 2023

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.

AMERICAN RESCUE PLAN ACT, COMMUNITY DEVELOPMENT BLOCK GRANT, and HOME INVESTMENT PARTNERSHIPS AGREEMENT

BETWEEN THE COUNTY OF NASSAU

AND

NATIONAL DEVELOPMENT COUNCIL

AMENDMENT NO. SIX

WITNESSETH:

WHEREAS, pursuant to County contract number CQHI20000017 between the County and National Development Council, executed on behalf of the County on May 15, 2020 (the "Agreement"), and Amendment One, assigned contract number CLHI20000007, thereto dated September 10, 2020 ("Amendment One"), Amendment Two, assigned contract number 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"), and Amendment Five, assigned contract number CLHI22000009, thereto dated May 11, 2022 ("Amendment Five"), (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. <u>Maximum Amount</u>. The maximum amount in the Original Agreement shall be increased by Ten Million Dollars (\$10,00,000.00), 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 Thirty-Five Million One Hundred Sixty Thousand Four Hundred Forty-Three Dollars (\$35,160,443.00) (the "Amended Maximum Amount") as reflected in the Amended Exhibit A, attached hereto.
- 2. <u>Budget</u>. The budget referred to in **Exhibit A** annexed to the Original Agreement is hereby amended by the terms of this Amendment as set forth in Amended **Exhibit A** attached hereto (the "<u>Amended Budget</u>").
- 4. 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, and 2 C.F.R 200.
- 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 Principals, and Audit Requirements for Federal Awards. Without limiting the generality of the forgoing, specifically, with respect to ARPA funds, such funds may only be utilized for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA.
- 6. All other provisions of the Original Agreement, including its Budget and Exhibits, together with its subsequent Amendments, remain in full force and effect.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHER date first above written.	EOF, the Subrecipient and the County have executed this Amendment as of the
	NATIONAL DEVELOPMENT COUNCIL
	Name: 1 ON SEL MONST UP
	Title: ARESPACTS CSD
	Date: 11/15/2022
	NASSAU COUNTY
	Ву:
	Name:
	Title:
	Date:
water a second	PLEASE EXECUTE IN BLUE INK
VERMUNT	
STATE OF NEW YORK) Benna byss.	
COUNTY OF NASSAU)	
On the 15 day of No	in the war 2000 half as the second life are
DAVIEC MARCH TI	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 Cou	nty of Bacastable, MA; that he/she is the
PRESTORYT/CEO	of NATTOPH DAY COUNTY, the not-for-profit corporation recuted the above instrument; and that he/she signed his/her name thereto by
authority of the Board of Dire	
CD-70100W	And Is the Notary Public State of Vermont
	NOTARY PUBLIC Reed Bongastz
STATE OF NEW YORK	Commission *No. 157.0013047.*
COUNTY OF NASSAU) sz.:
COUNTION	1
On the day of	in the year 2022 before me personally came
4.4.4. 4. 4.4.4.2	to me personally known, who, being by me duly sworn, did depose and
County of Nassau the municip	County of Nassau; that he/she is the of the pal corporation described herein and which executed the above instrument;
	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.....\$35,160,443.00

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:

\$30,000,000.00

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

a. Maximum grant amount: \$10,000

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

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

d. General Requirements:

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

- 12. Under the terms of this Agreement the County will issue funds sufficient to issue approved grants upon receipt from NDC of a signed grant agreement between NDC and the approved business(es). Funds may be advanced to the NDC as per the requirements of Paragraph 5 of this Agreement. Any advances will be reconciled as per the requirements of Paragraph 5 of this Agreement or as otherwise provided by the County.
- 13. Nassau County will advance ARP funds to the NDC in the amount of \$500,000.00, to capitalize the MSRGP. The advance will be authorized upon receipt by NC OCD of an in-take list of a minimum of 50 grant applications received by NDC. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement or as otherwise provided by the County.
- 14. Payment of Project Delivery Expenses: Under the terms of this Agreement, Nassau County will pay NDC a fee of no more than 10% of the total MSRGP fund. The fee is to be paid upon receipt from NDC of evidence demonstrating actual grants issued to eligible businesses.

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.



Nassau County Interim Finance Authority

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

1. Vendor: National Council for Community Development

2. Amount requiring NIFA approval: \$10,000,000.00

Amount to be encumbered: \$10,000,000.00

Slip Type: 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 to 03/31/2025

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN) Grant Fund (GRT) X
Capital Improvement Fund Other

(CAP)

Federal % 100 State % 0 County % 0

Is the cash available for the full amount of the contract? Yes
If not, will it require a future borrowing? No
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 Program Activities and Providing CDBG eligible services satisfactory to the County and consistent with any standards required as a condition for providing CDBG funds

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

Nassau County Attorney as to form

Yes

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	Posting Date	Amount Added in Prior 12 Months
Contract ID	i i usume Date	Amount Added in 1 1101 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	11/16/2022	
Authenticated User	<u>Date</u>	

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.

<u>Authenticated User</u> <u>Date</u>	
NIFA	
Amount being approved by NIFA:	
Payment is not guaranteed for any work commenced prior to this approval.	

<u>Authenticated User</u> <u>Date</u>

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.



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 (National Council for Comm. Dev)
CONTRACTOR ADDRESS: 1 Battery Park Plaza (24 Whitehall St.), 710, NY, NY 10004
FEDERAL TAX ID #: 12-6532871
<u>Instructions:</u> Please check the appropriate box ("⊠") after one of the following roman numerals, and provide all the requested information.
I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on sealed bids were received and opened. [#] of sealed bids were received and opened.
II. The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date] [state #] proposals were received and evaluated. The evaluation committee consisted of:
(list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFF (copies of the relevant pages are attached). The original contract was entered into after
[described 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 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable. VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.
X. Uendor will not require any sub-contractors.
<u>In addition</u> , if this is a contract with an individual or with an entity that has only one or two employees: \square a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.
Kevi J Crean Department Head Signature
Department Head Signature
11/16/2022

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES [] NO [X] If yes, to what campaign committee?		
	lly signed and certified at the date and time indicates [JMORALES@NDCONLINE.ORG]	ted by:	
Dated:		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.

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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?

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YES [] NO [X] 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 on the County's website.	ent of Information Technology ("IT") to be posted
I also understand that upon termination of retainer, employment or designation within thirty (30) days of termination.	I must give written notice to the County Attorney
VERIFICATION: The undersigned affirms and so swears that he/she has read and are, to his/her knowledge, true and accurate.	understood the foregoing statements and they
The undersigned further certifies and affirms that the contribution(s) to the camp and without duress. threat or any promise of a governmental benefit or in exchange	· . -
Electronically signed and certified at the date and time indicated by: Joel Morales [JMORALES@NDCONLINE.ORG]	
Dated: 11/15/2022 10:50:55 am Ve	endor: National Development Council

Deputy CFO

Title:

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

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

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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

	ss: <u>5 Ce</u>	dar Street	State/Province/		Zip/Postal	
City:	Mashpee		Territory:	MA	Code:	02649
Country:	US			:E		0
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
Business Add	lress:	325 Gold Street, S				
	-		State/Province/		Zip/Postal	
City:	Brooklyn		Territory:	NY	Code:	11201
Country	US					
Telephone:	212.682.1	1106				
		N.				
Other preser	it <u>address(es</u>	5):	State/Province/		Zip/Postal	1
City	Cleveland	1	Territory:	ОН	Zip/Postai Code:	44114
City: Country:	US		remitory.	- ОП	Code.	44112
Country.						
Telephone:	91755961	188				
Telephone:		nd telephone numbers	attached			
Telephone: List of other: Positions hel	addresses ar	nd telephone numbers	ng date of each (check all a	-		
Telephone: List of other and the properties of the president of the presi	addresses ar d in submitti Board	nd telephone numbers ing business and starti	ng date of each (check all a Treasurer Shareholde	-		
Telephone: List of other: Positions hel President Chairman of Chief Exec. O	addresses ar d in submitti Board fficer	nd telephone numbers ing business and starti	ng date of each (check all a Treasurer Shareholde Secretary	-		
Telephone: List of other and the president Chairman of Chief Exec. Of Chief Financi	addresses ar d in submitti Board fficer al Officer	nd telephone numbers ing business and starti	ng date of each (check all a Treasurer Shareholde	-		
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Telephone: List of other: Positions hel President Chairman of Chief Exec. O Chief Financi Vice Presider	addresses ar d in submitti Board fficer al Officer	nd telephone numbers ing business and starti	ng date of each (check all a Treasurer Shareholde Secretary	-		
Telephone: List of other: Positions hel President Chairman of Chief Exec. O Chief Financi Vice Presider (Other)	addresses ar d in submitti Board fficer al Officer nt	nd telephone numbers ing business and startic 01/01/2017 01/01/2017	ng date of each (check all a Treasurer Shareholde Secretary	r		

5	than	in the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other the one submitting the questionnaire? [] NO [X] If Yes, provide details.
6.	while	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years e you were a principal owner or officer?
1	YES [] NO [X] If Yes, provide details.
any ac	tion ta	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of iken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, he appropriate page and attach it to the questionnaire.
7.		e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
		YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
8.	subje been busin YES [any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the ect of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such less now the subject of any pending bankruptcy proceedings, whenever initiated?] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If need more space, photocopy the appropriate page and attached it to the questionnaire.)
L		
9.	a.	Is there any felony charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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	b.	Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	C.	Is there any administrative charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
10	subject investig at, for,	tion to the information provided in response to the previous questions, in the past 5 years, have you been the t of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or gative agency and/or the subject of an investigation where such investigation was related to activities performed or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	120 [4]	tro [A] if yes, provide an explanation of the electristances and corrective action taken.
11	Question investign you we	tion to the information provided, in the past 5 years has any business or organization listed in response to on 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of gation by any government agency, including but not limited to federal, state, and local regulatory agencies while ere a principal owner or officer? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	11	
12	sanctio	past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any on imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
12	sanctio	on imposed as a result of judicial or administrative proceedings with respect to any professional license held?
12	For the	on imposed as a result of judicial or administrative proceedings with respect to any professional license held?
•	For the	on imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO [X] If yes, provide an explanation of the circumstances and corrective action taken. Past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or exes or other assessed charges, including but not limited to water and sewer charges?

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

I, Daniel Marsh III	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may r	esult in rendering the submitting business entity and/or any
affiliated entities non-responsible, and, in addition, may subject i	ne 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 an	swers to each item therein to the best of my knowledge,
information and belief; that I will notify the County in writing of a	my change in circumstances occurring after the submission of
this form; and that all information supplied by me is true to the b	est of my knowledge, information and belief. I understand that
the County will rely on the information supplied in this form as a	dditional 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 F	RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE
BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING TH	E 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	
11/15/2022 05:20:48 pm	
Date	

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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

		State/Province/		Zip/Postal	
City:	Brooklyn	Territory:	NY	Code:	11201
Country:	US		8		*
Business Add	Iress: National De	evelopment Council		7: /2	
City	Clauralaural	State/Province/	OH	Zip/Postal	44114
City:	Cleveland US	Territory:	ОН	Code:	44114
Country	12126821106				
Telephone:	12126821106				
Other presen	rt address(es):				
		State/Province/		Zip/Postal	
City:	Cleveland	Territory:	ОН	Code:	44114
c .	US				
Country:					
Telephone:	+11212682110 addresses and telephone nu	mbers attached			
Telephone: List of other a	+11212682110 addresses and telephone nu	I starting date of each (check all a			
Telephone: List of other a Positions hele President	+11212682110 addresses and telephone nu	I starting date of each (check all a	01/03/	2022	
Telephone: List of other a Positions hele President Chairman of	+11212682110 addresses and telephone nu d in submitting business and	I starting date of each (check all a Treasurer Shareholder	01/03/	2022	
Telephone: List of other a Positions held President Chairman of Chief Exec. O	+11212682110 addresses and telephone nu d in submitting business and Board fficer	I starting date of each (check all a Treasurer Shareholder Secretary	01/03/	2022	
Telephone: List of other a Positions hele President Chairman of Chief Exec. O Chief Financi	+11212682110 addresses and telephone nu d in submitting business and Board fficer al Officer	I starting date of each (check all a Treasurer Shareholder	01/03/	2022	
Telephone: List of other a Positions hele President Chairman of Chief Exec. O Chief Financi Vice Presider	+11212682110 addresses and telephone nu d in submitting business and Board fficer al Officer	I starting date of each (check all a Treasurer Shareholder Secretary	01/03/	2022	
Telephone: List of other a Positions hele President Chairman of Chief Exec. O Chief Financi	+11212682110 addresses and telephone nu d in submitting business and Board fficer al Officer	I starting date of each (check all a Treasurer Shareholder Secretary	01/03/	2022	
Telephone: List of other a Positions hele President Chairman of Chief Exec. O Chief Financi Vice Presider	+11212682110 addresses and telephone nu d in submitting business and Board fficer al Officer	I starting date of each (check all a Treasurer Shareholder Secretary	01/03/	2022	
Telephone: List of other a Positions held President Chairman of Chief Exec. O Chief Financi Vice Presider (Other)	+11212682110 addresses and telephone nu d in submitting business and Board fficer al Officer	I starting date of each (check all a Treasurer Shareholder Secretary Partner	01/03/ r	2022	
Telephone: List of other a Positions held President Chairman of Chief Exec. O Chief Financi Vice Presider (Other) Do you have	+11212682110 addresses and telephone nu d in submitting business and Board fficer al Officer at	I starting date of each (check all a Treasurer Shareholder Secretary	01/03/ r	2022	
Telephone: List of other a Positions held President Chairman of Chief Exec. O Chief Financi Vice Presider (Other) Do you have	+11212682110 addresses and telephone nu d in submitting business and Board fficer al Officer	I starting date of each (check all a Treasurer Shareholder Secretary Partner	01/03/ r	2022	

Page 1 of 4

5.	than	in the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other the one submitting the questionnaire? [] NO [X] If Yes, provide details.		
6.	while	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years e you were a principal owner or officer? [] NO [X] If Yes, provide details.		
NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.				
7.		e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which have been a principal owner or officer:		
	a.	Been debarred by any government agency from entering into contracts with that agency?		
		YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.		
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.		
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.		
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.		
8.	subje been busir YES [any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the ect of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such ness now the subject of any pending bankruptcy proceedings, whenever initiated?] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.		
Page 2	of 4	Rev. 3-2016		

	b.	Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.	
	c.	Is there any administrative charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.	
	d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.	
	e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.	
	f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.	
10	subject investig at, for,	tion to the information provided in response to the previous questions, in the past 5 years, have you been the of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or gative agency and/or the subject of an investigation where such investigation was related to activities performed or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.	
11	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.		
12	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.		
13	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.		

I, 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				
11/15/2022 05:03:33 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

	_ 828_	658 N Country Club Rd					
			State/Province/		Zip/Postal		
City:	Brevard		Territory:	NC	Code:	28712	
Country:	US						
Business Addre	ess:	325 Gold Street,	Suite 501				
			State/Province/		Zip/Postal		
City:	Brooklyn		Territory:	NY	Code:	11201	
Country	US			72			
Telephone:	(212) 682-	1106					
Other present a	address(es): 4 West Main Stre	eet, Suite 17				
_		t	State/Province/		Zip/Postal	_	
City:	Brevard		Territory:	NC	Code:	28712	
Country:	US						
	(020) 552	C107					
Telephone: _	(828) 553- dresses an	d telephone numbers	s attached				
List of other ad	dresses an	d telephone numbers	s attached ing date of each (check all a	applicable)			
List of other ad	dresses an	d telephone numbers		applicable)			
List of other ad	dresses an n submittii	d telephone numbers	ing date of each (check all a				
List of other ad Positions held i President	dresses an n submittii	d telephone numbers	ing date of each (check all a				
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List of other ad Positions held i President Chairman of Bo Chief Exec. Offi	dresses an n submittii pard cer	d telephone numbers	ing date of each (check all a Treasurer Shareholde Secretary				
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Positions held i President Chairman of Bo Chief Exec. Offi Chief Financial Vice President	dresses an n submittii pard cer	d telephone numbers	ing date of each (check all a Treasurer Shareholde Secretary				
Positions held i President Chairman of Bo Chief Exec. Offi Chief Financial Vice President (Other)	dresses an n submitti oard cer Officer	d telephone numbers	ing date of each (check all a Treasurer Shareholde Secretary	r			
Positions held i President Chairman of Bo Chief Exec. Offi Chief Financial Vice President (Other)	dresses an n submittio pard cer Officer	d telephone numbers ng business and start 01/01/2017 erest in the business	ing date of each (check all a Treasurer Shareholde Secretary Partner	r			
Positions held i President Chairman of Bo Chief Exec. Offi Chief Financial Vice President (Other) Do you have an	dresses an n submittio pard cer Officer	d telephone numbers ng business and start 01/01/2017 erest in the business	ing date of each (check all a Treasurer Shareholde Secretary Partner	r			

5.	thar	hin the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other n the one submitting the questionnaire?
	NDC	[X] NO [] If Yes, provide details. C Housing and Economic Development Corp - CFO. This is a related subsidiary of the organization submitting the stionnaire.
6.	Has whil	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years e you were a principal owner or officer? [] NO [X] If Yes, provide details.
any ac	tion to	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of aken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, the appropriate page and attach it to the questionnaire.
7		ne past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which have been a principal owner or officer: Been debarred by any government agency from entering into contracts with that agency? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
8.	subje been busir YES [any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the ect of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such ness now the subject of any pending bankruptcy proceedings, whenever initiated?] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If 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 [X] If yes, provide an explanation of the circumstances and corrective action taken.
Page 2 c	of 4	Rev. 3-2016

	b.	Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	c.	Is there any administrative charge pending against you?
		YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
10	subject investig at, for,	tion to the information provided in response to the previous questions, in the past 5 years, have you been the tof a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or gative agency and/or the subject of an investigation where such investigation was related to activities performed or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
11	Question investig	tion to the information provided, in the past 5 years has any business or organization listed in response to on 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of gation by any government agency, including but not limited to federal, state, and local regulatory agencies while ere a principal owner or officer? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
12	sanctio	past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any on imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
13	local ta	e past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or exes or other assessed charges, including but not limited to water and sewer charges? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Adam Ennis	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may r	esult 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 ar	
information and belief; that I will notify the County in writing of	
this form; and that all information supplied by me is true to the l	
the County will rely on the information supplied in this form as a	dditional 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 TH	E FALSE STATEMENT TO CRIMINAL CHARGES.
National Council for Community Development	
Name of submitting business	
Electronically signed and certified at the date and time indicated	by:
Adam Ennis [AENNIS@NDCONLINE.ORG]	
Chief Financial Officer	
Title	
11/15/2022 12:19:47 pm	
Date	

PRINCIPAL QUESTIONNAIRE FORM

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

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

		State/Province/		Zip/Postal	
City: Manche	ster Center	Territory:	VT	Code:	05255
Country: US	oter denter				
Business Address:	325 Gold Street S				
Cit Down I loan		State/Province/	NIV	Zip/Postal	11201
City: Brookly	1	Territory:	NY	Code:	11201
Country US Telephone: 212-682	1100				
Telephone: 212-682	-1106				
Other present address(es): N/A				
		State/Province/		Zip/Postal	
City:		Territory:		Code:	
_					
Country:					
Telephone:	and telephone numbers	attached			
Telephone: List of other addresses and the second		attached ng date of each (check all ap	pplicable)		
Telephone: List of other addresses and the second	ting business and starti	ng date of each (check all ap Treasurer	pplicable)		
Telephone: List of other addresses and the submit of the		ng date of each (check all ap Treasurer Shareholder			
Telephone: List of other addresses and the submit of the submit of Board of Exec. Officer	ting business and starti	ng date of each (check all ap Treasurer Shareholder Secretary	oplicable) 	2005	
Telephone: List of other addresses and addresses are positions held in submit President Chairman of Board Chief Exec. Officer Chief Financial Officer	ting business and starti	ng date of each (check all ap Treasurer Shareholder		2005	
Telephone: List of other addresses and the submit of the	ting business and starti	ng date of each (check all ap Treasurer Shareholder Secretary		2005	
Telephone: List of other addresses and addresses are positions held in submit President Chairman of Board Chief Exec. Officer Chief Financial Officer	ting business and starti	ng date of each (check all ap Treasurer Shareholder Secretary		2005	
Telephone: List of other addresses and the submit of the	ting business and starti	ng date of each (check all ap Treasurer Shareholder Secretary		2005	
Telephone: List of other addresses and the submit of the	ting business and starti 02/10/2020	ng date of each (check all ap Treasurer Shareholder Secretary Partner	06/01/2	2005	
Telephone: List of other addresses and addresses are positions held in submit President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other) Do you have an equity in	ting business and starti 02/10/2020 nterest in the business	ng date of each (check all ap Treasurer Shareholder Secretary	06/01/2	2005	
Telephone: List of other addresses and the submit of the	ting business and starti 02/10/2020 nterest in the business	ng date of each (check all ap Treasurer Shareholder Secretary Partner	06/01/2	2005	

5 _m	than	in the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other the one submitting the questionnaire?] NO [X] If Yes, provide details.
6.	while	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years e you were a principal owner or officer? NO [X] If Yes, provide details.
any ac	tion ta	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of laken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, ne appropriate page and attach it to the questionnaire.
7.	you	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?
		YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
		TES [] NO [A] II yes, provide an explanation of the circumstances and corrective action taken.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
		125 [] NO [A] II yes, provide an explanation of the cheanistances and corrective action taken.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
8.	subje been busir YES [any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the ect of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such less now the subject of any pending bankruptcy proceedings, whenever initiated? NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If need more space, photocopy the appropriate page and attached it to the questionnaire.)
	your	iced more space, photosopy the appropriate page and attached it to the questionnance,
9.		le there any follow charge pending against you?
	a.	Is there any felony charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
Page 2	of 4	Rev. 3-2016

	b.	Is there any misdemeanor charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	c.	Is there any administrative charge pending against you? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
	f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES [] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
10	subject investig at, for,	tion to the information provided in response to the previous questions, in the past 5 years, have you been the of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or gative agency and/or the subject of an investigation where such investigation was related to activities performed or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
11	Questic investig you we	tion to the information provided, in the past 5 years has any business or organization listed in response to on 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of gation by any government agency, including but not limited to federal, state, and local regulatory agencies while a principal owner or officer? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
12	sanctio	east 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any in imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.
13	local ta	past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or xes or other assessed charges, including but not limited to water and sewer charges? NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Seth Bongartz , hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any
affiliated entities non-responsible, and, in addition, may subject me to criminal charges.
I, Seth Bongartz , hereby certify that I have read and understand all the
items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge,
information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of
this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that
the County will rely on the information supplied in this form as additional inducement to enter into a contract with the
submitting business entity.
CERTIFICATION CONNECTION AND SOLUTION OF SOLUTION AND SOL
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
11/15/2022 04:53:09 pm
Date

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

Business History Form

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

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

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

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

Date:	_10/27	/2022					
1)	Proposer's	s Legal Name:	National Council for	r Community Develo	pment		
2)	Address o	f Place of Business:	1111 Superior Aven	ue East			
	City:	Cleveland		State/Province/ Territory:	ОН	Zip/Postal Code:	44114
	Country:	US					
3)	Mailing Ac	ddress (if different):	PO Box 845300				
	City:	Boston		State/Province/ Territory:	MA	Zip/Postal Code:	02284
	Country:	US					
	Phone:	(212) 682-1106					
ĺ	Does the b	ousiness own or rent i	ts facilities? Rer	nt	If othe	r, please prov	ide details:
4)	Dun and B	radstreet number:	073273294				
5)	Federal I.D). Number:	136532871				
6)	The propo	ser is a:		(Describe	·)		
7)	YES [X] NO	ousiness share office : [] If yes, please provoffice with our busine	ide details:		any other business?		
1.0	AAC SHOLE	onice with our busine	ss ammates. Fiedse s	ee attachinents			

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

taken	•
which	he past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of relates to truthfulness or the underlying facts of which related to the conduct of business? NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action.
	the past 5 years, been convicted, after trial or by plea, of a misdemeanor? NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective acti .
•	the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective acti
	past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction sed as a result of judicial or administrative proceedings with respect to any professional license held?
_	NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective acti
taken	
For the state	ne past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges? NO [X] If yes, provide details for each such year. Provide a detailed response to all
For the state YES [e past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges?
For the state YES [quest	ne past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges? NO [X] If yes, provide details for each such year. Provide a detailed response to all ions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. Ict of Interest: 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.
For the state YES [quest	ne past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges? NO [X] If yes, provide details for each such year. Provide a detailed response to all ions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. The conflict of Interest: 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
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For the state YES [quest	ne past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges? NO [X] If yes, provide details for each such year. Provide a detailed response to all ions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. Ict of Interest: 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 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 or the appea
For the state YES [quest	the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal or local taxes or other assessed charges, including but not limited to water and sewer charges? NO [X] If yes, provide details for each such year. Provide a detailed response to all ions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. Ict of Interest: 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 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.
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For the state YES [quest	the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges? NO [X] If yes, provide details for each such year. Provide a detailed response to all ions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. Ict of Interest: 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.

1 File(s) uploaded: Conflict of Interest Policy - NDC.	.nd ¹	NDC	Policy -	Interest	of	Conflict	loaded:	au (File(s)	1
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expe	ude a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive erience in your profession. Any prior similar experiences, and the results of these experiences, must be identifie
	e you previously uploaded the below information under in the Document Vault? [X] NO [] $$
	e proposer an individual? [] NO [X] Should the proposer be other than an individual, the Proposal MUST include:
i)	Date of formation; 05/08/1972
ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholde members, general or limited partner. If none, explain.
	None - Company is a non-profit
iii)	Name, address and position of all officers and directors of the company. If none, explain. File is attached
	1 File(s) uploaded: National Development Council List of Officers 2021.docx
iv)	State of incorporation (if applicable); NY
v)	The number of employees in the firm;
vi)	Annual revenue of firm; 38000000
vii)	Summary of relevant accomplishments Detailed information is provided in the proposal
viii)	Copies of all state and local licenses and permits.

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

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	Sara Lansdale		
Address	100 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-6188		
Fax#			
E-Mail Address	Sarah.Lansdale@suffolkcountyny.gov		
Company	Islip IDA		
Contact Person	John Walser		
Address	40 Nassau Avenue		
City	Islip	State/Province/Territory	NY
Country	US		
Telephone	(631) 224-5512		
Fax #			
E-Mail Address	JWalser@islipny.gov		

I, Joel Morales	, 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.						
	¬					
l, Joel Morales	, 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,						
	f any change in circumstances occurring after the submission of					
this form; and that all information supplied by me is true to the the County will rely on the information supplied in this form as	e best of my knowledge, information and belief. I understand that					
submitting business entity.	additional inducement to enter into a contract with the					
submitting business entity.	(8					
CERTIFICATION						
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENT	LY 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: Joel Morales [JMORALES@NDCONLINE.ORG]						
JOEI MOI ales [JIVIONALES@INDCOIVEINE.ONd]						
Deputy CFO						
Title						
11/14/2022						
Date						

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	+		
Addre	ss:		
Currer	nt Position/Title:		
organi Loyalt emplo subsid NDC (r-profit New York cozation described in s y Policy and a Conf yees of NDC. The plaries and affiliates in	orporation recognized by the Internal section 501(c)(3) of the Internal lict of Interest Policy (collective policies of the National Develop including without limitation HE and, HEDC New Markets and Grands.	Revenue Code, has adopted a Duty of ely "Policy") applicable to all ment Council apply to NDC and its DC and its subsidiaries and affiliates,
investi appear exercis	ment, association or rance of a conflict of see of my judgment in		conflict of interest or even the may interfere with the independent acknowledge that I am an employee of
II.	I hereby affirmative	ely state:	
	a. I have received a	a copy of the Policy.	
	b. I have read and u	understand the Policy.	
	c. I agree to comply	y with the Policy in all material	respects.
			the duties set forth in the Policy that I, discipline, including termination of
Name	(Printed)		
Emplo	yee Signature		Date

Duty of Loyalty Policy

Duty of Loyalty: The Employee Must Present Opportunities to NDC

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

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

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

Conflict of Interest Policy

A. Avoidance of Conflicts of Interest

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

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

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

B. Financial Interest

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

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

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

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

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

C. Duty to Disclose

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

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

National Development Council

List of Officers

NAMES	ADDRESSES

Daniel Marsh III 5 Cedar Street

President and CEO Mashpee, MA 06249

Gertrude Scriven 189 Bridge Street, Apt 3B

Director Human Resources Brooklyn, NY 11201

Treasurer – NDC Board

Adam Ennis 658 N Country Club Road

Chief Financial Officer – NDC Board Brevard, NC 28712

Seth Bongartz PO Box 1407

Secretary – Finance Committee Manchester Center, VT

Chairman of Board – NDC Board 05255

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 2021.docx						
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						
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 involv	red in this matter?
YES [] NO [X]	
(a) Name, title, business a	address and telephone number of lobbyist(s):
None	
(b) Describe lobbying acti	vity of each lobbyist. See below for a complete description of lobbying activities.
None	
(c) List whether and wher	re the person/organization is registered as a lobbyist (e.g., Nassau County, New York
State):	

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: Joel Morales [JMORALES@NDCONLINE.ORG]

Dated:

10/27/2022 03:56:23 pm

Title:

Deputy CFO

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

National Development Council

List of Officers

NAMES	 ADDRESSES
(

Daniel Marsh III 5 Cedar Street

President and CEO Mashpee, MA 06249

Gertrude Scriven 189 Bridge Street, Apt 3B
Director Human Resources Brooklyn, NY 11201

Treasurer – NDC Board

Adam Ennis 658 N Country Club Road Chief Financial Officer – NDC Board Brevard, NC 28712

Seth Bongartz

Secretary – Finance Committee

Chairman of Board – NDC Board

PO Box 1407

Manchester Center, VT

05255

Appendix 2

NDC Affiliates ~ IRS EIN #s

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2022

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 License # 0C36861	CONTACT NAME:				
Seattle-Alliant Insurance Services, Inc. 1420 Fifth Ave 15th Floor	PHONE (A/C, No, Ext): (206) 204-9140 FAX (A/C, No): (206)				
Seattle, WA 98101	E-MAIL ADDRESS:				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: Federal Insurance Company				
INSURED	INSURER B: Chubb Indemnity Insurance Company	12777			
National Development Council	INSURER C:				
1111 Superior Avenue E, Suite 1114	INSURER D:				
Cleveland, OH 44114	INSURER E :				
	INSURER F ;				
COVERAGES CERTIFICATE NUMBER	DEVICION NUMBER				

JIIMBER.
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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 REEN REDUCED BY PAID CLAIMS

NSR		TYPE OF INSURANCE	ADDL S	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	Х	COMMERCIAL GENERAL LIABILITY	nvoo v	132	(MINUBOLT 111)	(MINUDDATTTT)	EACH OCCURRENCE	s	1,000,000
		CLAIMS-MADE X OCCUR X	Х	35336064	5/1/2022	5/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	1,000,000
							MED EXP (Any one person)	s	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
		POLICY PRO- X LOC					PRODUCTS - COMP/OP AGG	s	2,000,000
		OTHER:						S	
Α	AUT	OMOBILE LIABILITY		7351 2244	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
		ANY AUTO OWNED SCHEDULED					BODILY INJURY (Per person)	S	
2		OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	s	
	Х	AUTOS ONLY X NON-SWINED					PROPERTY DAMAGE (Per accident)	s	
			T.					S	
		UMBRELLA LIAB OCCUR					EACH OCCURRENCE	5	
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	S	
		DED RETENTION S	1					s	
В	AND EMPLOYERS! LIABILITY		71656165 5/1/2022		5/1/2023	X PER OTH-			
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N			5/1/2022		E.L. EACH ACCIDENT	S	1,000,000	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under					E L. DISEASE - EA EMPLOYEE	s	1,000,000	
DESCRIP		CRIPTION OF OPERATIONS below		li .			E.L. DISEASE - POLICY LIMIT	S	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 St., 3rd Floor Attn: Rosemary A. Olsen, Director Hempstead, NY 11550

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CHUBB.

Liability Insurance

Endorsement

Policy Period

05/01/2022 to 05/01/2023

Effective Date

05/01/2022

Policy Number

35336064

Insured

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT INC. DBA NATIONAL

Name of Company

FEDERAL INSURANCE COMPANY

Date Issued

APRIL 15,2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

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

Who is An Insured

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

However, the person or organization is an insured only:

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

No person or organization is an insured under this provision:

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



CHUBB.

Liability Endorsement

(continued)

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

Conditions

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

Schedule

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

All other terms and conditions remain unchanged.

Authorized Representative





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

PART 1. To be completed by NYS disability	and Paid Family L	eave benefits carrier or licensed insurance agent of that carrier	
1a. Legal Name & Address of Insured (use street at NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT DBA N. C/O LOCKBOX OPERATIONS/BOX #845301 CABOT ROAD MEDFORD, MA 02155	AT'L DEVELOPMENT COUN.	1b. Business Telephone Number of Insured 212-682-1106	
WEDI OND, WA 02133		1c. Federal Employer Identification Number of Insured or Social Security Number	
Work Location of Insured (Only required if coverage is certain locations in New York State, i.e., Wrap-Up Policy)	specifically limited to	136532871	
Name and Address of Entity Requesting Proof of (Entity Being Listed as the Certificate Holder)	Coverage	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company	
Nassau County		3b. Policy Number of Entity Listed in Box "1a"	
1 West Street		DBL272195	
Mineola, NY 11501			
		3c. Policy effective period 04/01/2022 to 03/31/2024	
 4. Policy provides the following benefits: X A. Both disability and paid family leave ben B. Disability benefits only. C. Paid family leave benefits only. 5. Policy covers: X A. All of the employer's employees eligible B. Only the following class or classes of em 	under the NYS Disabilit	y and Paid Family Leave Benefits Law.	
_			
Under penalty of perjury, I certify that I am an authorinsured has NYS Disability and/or Paid Family Leav		licensed agent of the insurance carrier referenced above and that the named overage as described above.	
Date Signed 11/16/2022 B	Зу	Onledd O, With	
	(Signature of insurance	carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)	
Telephone Number <u>516-829-8100</u>	Name and Title	tichard White, Chief Executive Officer	
		gned by the insurance carrier's authorized representative or NYS cate is COMPLETE. Mail it directly to the certificate holder.	
Disability and Paid Family Lea	ve Benefits Law. It m	OT COMPLETE for purposes of Section 220, Subd. 8 of the NYS ust be emailed to PAU@wcb.ny.gov or it can be mailed for lans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.	
PART 2. To be completed by the NYS Wo	orkers' Compensat	ion Board (Only if Box 4B, 4C or 5B have been checked)	
State of New York Workers' Compensation Board According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.			
Date Signed E	ЗУ	Signature of Authorized NYS Workers' Compensation Board Employee)	
Telephone Number	Name and Title		

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



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.
- (b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501

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

MEMORANDUM TO:

Nassau County Comptroller's Office

FROM:

Kevin Crean, Director

SUBJECT:

Allocation of Community Development Block (CDBG) Program

Funds, HOME Investment Partnerships (HOME) Program Funds and

Emergency Solutions Grants (ESG) Program Funds

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

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



COUNTY OF NASSAU OFFICE OF COMMUNITY DEVELOPMENT

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

MEMORANDUM TO: Robert Cleary, Chief Procurement and Compliance Officer

FROM: Kevin Crean, Director

RE: Community Development Block Grant (CDBG) and Emergency

Solutions Grants (ESG) 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).

Consolidated funding applications are received by OCD in mid-March of each program year from consortium members, non-profit agencies and developers. Funding allocations are submitted to the Nassau County Legislature for approval on a yearly basis. The Nassau County Legislature approved all subrecipient funding allocations and contracts do not have to go before the Legislature or NIFA for approval. OCD's federal fiscal year began on September 1, 2022. Although the federal fiscal year begins on September 1st, OCD must wait for the supplemental appropriation to be available in NIFS in order to encumber contracts. The Legislature approved the supplemental appropriation on August 8, 2022. Contracts were e-mailed out to subrecipients following funding availability in NIFS.

Due to the lengthy internal approval processes of municipal subrecipients and the required disclosure documentation and insurance requirements of non-profit subrecipients, the contract process is very often delayed.





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	Contact Person: Janet Thomeas
New York, NY 10004	Phone: 718-753-0037

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

Routing Slip

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

NIFA	NIFA Approval:	
Comptroller	Deputy: X	04-MAR-22 BJEFFERSON1
Legislature	Approval: X	28-FEB-22 CALBERT
Leg. Affairs	Approval/Review: X	11-FEB-22 CLEIMONE
Dep. CE	Approval: X	02-FEB-22 AMOORE1
DCEC	Approval: X	22-DEC-21 RCLEARY
СРО	Approval: X	21-DEC-21 PARJUNE

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

BUDG	GET CODES
Fund:	GRT
Control:	HI
Resp:	ESARP3100
Object:	DE500
Transaction:	103
Project #:	
Detail:	

REN	NEWAL
%	
Increase	
%	-
Decrease	

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

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



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	Contact Person: Janet Thomeas
New York, NY 10004	
	Phone: 718-753-0037

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

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

Contract Summary

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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	
Fund:	GRT
Control:	HI
Resp:	ESARP3100
Object:	DE500
Transaction:	103
Project #:	
Detail:	

RENEWAL	
%	
Increase	
%	
Decrease	

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

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

RULES RESOLUTION NO. - 2022

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

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

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

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: \$100	00000		
Amount to be encumbered: \$10000000			
This is a Amendment			
f new contract - \$ amount should be full amount of fadvisement ?NIFA only needs to review if it is inc famendment - \$ amount should be full amount of	creasing funds above th	e amount previously ap	pproved by NIFA
3. Contract Term: 04/01/2019-03/31/2025 Has work or services on this contract commend	ced? N		
If yes, please explain:			
4. Funding Source:			
General Fund (GEN) Capital Improvement Fund (CAP) Other	X Grant Fund (GRT)	Federal % 100 State % 0 County % 0	
s the cash available for the full amount of the cont If not, will it require a future borrowing?	ract?	Y N	
Has the County Legislature approved the borrowin	ıa?	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 requ	ested:
Administering CDBG-CV, CDBG and APR Program Activities consistent with any standards required as a condition for prov	and Providing CDBG-CV, CD viding CDBG-CV these funds	BG and APR eligible services	s satisfactory to the County and
6. Has the item requested herein followed all p	proper procedures and	d thereby approved by	y the:
Nassau County Attorney as to form			
Nassau County Committee and/or Legislature			
Date of approval(s) and citation to the resol	ution where approval	for this item was prov	vided:

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

Contract ID	Date	Amount
CLHI21000014	29-JUL-21	10,810,443.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true 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 deliberation s.

IQURESHI 20-DEC-21

<u>Authenticated User</u> <u>Date</u>

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.

<u>Authenticated User</u> <u>Date</u>

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication 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 ("\overline{\sigma}") 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 of [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, viewail to interested parties and by publication on the County procurement website. Proposals were during the confidence of the availability of the RFP by advertisement in [newspaper], posting on industry websites, viewail to interested parties and by publication on the County procurement website. Proposals were during the confidence of the availability of the RFP by advertisement in [newspaper], posting on industry websites, viewail to interested parties and by publication on the County procurement website. Proposals were during the confidence of the availability of the RFP by advertisement in [newspaper], posting on industry websites, viewail to interested parties and by publication on the County procurement website. Proposals were during the confidence of the availability of the RFP by advertisement in [newspaper], posting on industry websites, viewail to interested parties and by publication on the County procurement website. Proposals were during the confidence of the availability of the RFP by advertisement in [newspaper].
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. It 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 renewal or extension pursuant to the contract, or an amendment within the scope of the contract or R (copies of the relevant pages are attached). The original contract was entered in after an RFP was issued on February 12, 2019. One proposal was received due to the nature of the services.
[descriptocurement 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 received a satisfactory evaluation, the department must explain why the contractor should nevertheless 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.

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. Wendor 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.

□ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

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.

Kuri J Crean Department Head Signature

12/13/21 Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

April 1, 2018, the period beginning two years prior to the dedisclosure, to the campaign committees of any of the follow committees of any candidates for any of the following Nass Clerk, the Comptroller, the District Attorney, or any County	and ending on the date of this disclosure, or (b), beginning ate of this disclosure and ending on the date of this ving Nassau County elected officials or to the campaign sau County elected offices: the County Executive, the County Legislator?
YES NO X If yes, to what campaign con	nmittee?
2. VERIFICATION: This section must be signed by a princi signatory of the firm for the purpose of executing Contracts	pal of the consultant, contractor or Vendor authorized as a s.
The undersigned affirms and so swears that he/she has real his/her knowledge, true and accurate.	ad and understood the foregoing statements and they are, to
The undersigned further certifies and affirms that the contribution made freely and without duress, threat or any promise of a remuneration.	bution(s) to the campaign committees identified above were governmental benefit or in exchange for any benefit or
Electronically signed and certified at the date and time indigular Thomas [JTHOMAS@NDCONLINE.ORG]	cated by:
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 ever person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are no limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the
County of Nassau, or State of New York, when discharging his or her official duties.
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:

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

Page 1 of 3

None

the New York Stat (b), beginning Apr this disclosure, to committees of any Clerk, the Comptro	e Election Law in (a) the period be I 1, 2018, the period beginning two the campaign committees of any condidates for any of the following oller, the District Attorney, or any of the committees of any of the District Attorney, or any of the committees of the commi	eginning April 1, 2016 and to years prior to the date of of the following Nassau Co ng Nassau County elected County Legislator?	ded campaign contributions pursuant to dending on the date of this disclosure, or of this disclosure and ending on the date county elected officials or to the campaign offices: the County Executive, the Count
YES NO	X If yes, to what campaig	gn committee? If none, yo	ou must so state:
I understand that of be posted on the O		he Nassau County Depart	tment of Information Technology ("IT") to
	hat upon termination of retainer, ety (30) days of termination.	employment or designation	n I must give written notice to the County
	he undersigned affirms and so sw ey are, to his/her knowledge, true		and understood the foregoing
			mpaign committees listed above were efit or in exchange for any benefit or
	ed and certified at the date and tin	ne indicated by:	
Dated: 12/07/20	21 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 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 o an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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

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

PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

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

Principal Nar Date of birth:	09/23	3/1954					
Home addres	ss: <u>P.O.</u>	Box 1407					
City:	Manches	ter Center	State/Provi	nce/Territory: \	VΤ	Zip/Postal Code:	05255
Country:	US					-	
Business Add	dress:	325 Gold	Street Suite 50)1			
City:	Brooklyn		State/Provir	nce/Territory: _	VY	Zip/Postal Code:	11201
Country	US						
Telephone:	212-682-	1106					
Other presen	t address(e	es): N/A					_
City:			State/Proving	nce/Territory:		Zip/Postal Code:	
Country:							
Telephone:							
		and telephone nu ting business and			all appli	icable)	
President				Treasurer			
Chairman of	Board	02/10/2020		Shareholder			
Chief Exec. (Secretary	06/0	1/2005	
Chief Financi				Partner			
Vice Presider	nt						
(Other)							
Do you have YES	an equity i	nterest in the bus	siness submittir vide details.	ng the questionn	aire?		
		ole or in part bety				ease or any other typg the questionnaire?	
other than the	one subm	itting the question	nnaire?	er or officer of an	ny busii	ness or notfor-profit	organiz
YES	NO	X If Yes, prov	vide details.				
		The state of the s		to a 1 NR harmonassassassas est tilliga harmonassassassassassassassassassassassassass	NY - MARKAGAN MINA		

Rev. 3-2016

6.	3 yea	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the pasters while you were a principal owner or officer?				
	YES	NO X If Yes, provide details.				
result	t of any	ffirmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you pace, photocopy the appropriate page and attach it to the questionnaire.				
7.		e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 ich you have been a principal owner or officer:				
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.				
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts				
	J.	cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.				
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.				
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.				

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

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

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

to Que	stion 5, bee finvestigatio	n the subje n by any g	ct of a criminal inve	estigation and/or a civi including but not limit	iness or organization listed I anti-trust investigation and ed to federal, state, and loc	d/or any oth
YES	NO		•		umstances and corrective a	ction taken
	y sanction i	mposed as	a result of judicial	or administrative proce	usiness listed in response to edings with respect to any umstances and corrective a	profession

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

•		l Marsh III					
Date of birth							
Home addre	ss: <u>5 Ce</u> c	ar Street					
City:	Mashpee		State/Province	e/Territory:	MA	_ Zip/Postal Code:	02649
Country:	US						
Business Ad	dress:	325 Gold St	reet, Suite 510				
City:	Brooklyn		State/Province	e/Territory:	NY_	_ Zip/Postal Code:	11201
Country	US						
Telephone:	212.682.1	106					
Other preser	nt address(e	s):					_
City:	Cleveland		State/Provinc	e/Territory:	ОН	Zip/Postal Code:	44114
Country:	US						
Telephone:	91755961	38					
	ld in submit	ing business and s	· ·	·	all app	olicable)	
Positions he	ld in submit	·		each (check	all app	licable)	
Positions he President	ld in submit	·	tarting date of	each (check Treasurer	all app	olicable)	
		ing business and s	tarting date of	·		olicable)	
President	Board	ing business and s	tarting date of	Treasurer		olicable)	
President Chairman of	Board Officer	ong business and s	tarting date of	Treasurer Shareholder		olicable)	
President Chairman of Chief Exec.	Board Officer cial Officer	ong business and s	tarting date of	Treasurer Shareholder Secretary		olicable)	
President Chairman of Chief Exec. Chief Finance	Board Officer cial Officer	ong business and s	tarting date of	Treasurer Shareholder Secretary		olicable)	
President Chairman of Chief Exec. Chief Financ Vice Preside (Other)	Board Officer cial Officer ent	ong business and s	tarting date of	Treasurer Shareholder Secretary Partner		olicable)	
President Chairman of Chief Exec. Chief Financ Vice Preside (Other)	Board Officer cial Officer ent	01/01/2017 01/01/2017	tarting date of	Treasurer Shareholder Secretary Partner		olicable)	
President Chairman of Chief Exec. Chief Financ Vice Preside (Other) Do you have	Board Officer cial Officer ent	01/01/2017 01/01/2017 terest in the busine	tarting date of	Treasurer Shareholder Secretary Partner		olicable)	
President Chairman of Chief Exec. Chief Financ Vice Preside (Other) Do you have	Board Officer cial Officer ent	01/01/2017 01/01/2017 terest in the busine	tarting date of	Treasurer Shareholder Secretary Partner		olicable)	
President Chairman of Chief Exec. Chief Finance Vice Preside (Other) Do you have YES	Board Officer sial Officer ent an equity in	01/01/2017 01/01/2017 oterest in the busing X If Yes, providence in the busing X	tarting date of	Treasurer Shareholder Secretary Partner the question	nnaire?		pe of
President Chairman of Chief Exec. Chief Finance Vice Preside (Other) Do you have YES Are there an	Board Officer cial Officer ent an equity in NO	ong business and s 01/01/2017 01/01/2017 terest in the busine If Yes, provid	ess submitting details.	Treasurer Shareholder Secretary Partner the question	nnaire?	lease or any other ty	
President Chairman of Chief Exec. Chief Finance Vice Preside (Other) Do you have YES Are there an	Board Officer cial Officer ent an equity in NO	ong business and s 01/01/2017 01/01/2017 terest in the busine If Yes, provid	ess submitting de details.	Treasurer Shareholder Secretary Partner the question	nnaire?	lease or any other ty	

3 yea	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the page 3 years while you were a principal owner or officer?						
YES	NO X If Yes, provide details.						
	affirmative answer is required below whether the sanction arose automatically, by operation of law, or as y action taken by a government agency. Provide a detailed response to all questions checked "YES". If y						
•	space, photocopy the appropriate page and attach it to the questionnaire.						
	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Sectior hich you have been a principal owner or officer:						
a.	Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.						
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.						
C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NOX If yes, provide an explanation of the circumstances and corrective action taken.						
d.	Been suspended by any government agency from entering into any contract with it; and/or is any acti pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NOX If yes, provide an explanation of the circumstances and corrective action taken.						

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

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

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

	YES		00	X	If yes, provide an explanation of the circumstances and corrective action taken.
	L				
11.	to Ques type of agencie	stion 5, b investiga es while	een ti ation t you w	he subj by any (ere a p	provided, in the past 5 years has any business or organization listed in response ect of a criminal investigation and/or a civil anti-trust investigation and/or any other government agency, including but not limited to federal, state, and local regulatory rincipal owner or officer?
	YES		10	X	If yes, provide an explanation of the circumstances and corrective action taken.
12.		y sanction held?			or this business, or any other affiliated business listed in response to Question 5 a result of judicial or administrative proceedings with respect to any professional If yes, provide an explanation of the circumstances and corrective action taken.
13.		r local ta			re you failed to file any required tax returns or failed to pay any applicable federal, assessed charges, including but not limited to water and sewer charges? 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.
WARING THE PALSE STATEWENT 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 Nar							
	Date of birth:							
	Home addre		ge Street, Apt					
	City:	Brooklyn		_ State/Provi	nce/Territory:	NY	Zip/Postal Code:	11201
	Country:	US						
	Business Ad	dress:	National D	evelopment C				
	City:	Cleveland		_ State/Provi	nce/Territory:	ОН	Zip/Postal Code:	44114
	Country	US						
	Telephone:	21268211062	25					
	Other preser	nt address(es):						_
	City:	Brooklyn		State/Provi	nce/Territory:	NY	Zip/Postal Code:	11201
	Country:	US						
	Telephone:	7184436220					755	
	List of other	addresses and	telephone nur	mbers attache	ed			
2.	Positions hel	ld in submitting	business and	starting date	of each (check	k all appli	icable)	
	President				Treasurer	11/1	7/2021	
	Chairman of	Board			Shareholder			
	Chief Exec. (Officer			Secretary			
	Chief Financ	ial Officer			Partner			
	Vice Preside	nt				AND CONTRACTOR OF THE CONTRACT		
	(Other)	-			_			
2	Do you have	an aquity intar	act in the buci	noce cubmitti	na tha ayastia	nnairo?		
3.	YES Tave	an equity inter	If Yes, prov		ng the question	illalle:		
4.							ease or any other ty g the questionnaire?	
		_	_ '	•	the business s	ubilittilig	g the questionnance	•
	YES	NO X	If Yes, prov	ide details.	18.			
5.	Within the pa	ast 3 years, hav	e you been a	principal own	er or officer of	any busi	ness or notfor-profit	organization
		e one submittin						
	YES	NO X	If Yes, prov	ide details.				
								THE CONTRACTOR OF THE PARTY AND IN SPIRIT THE WAY

6.		Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the pas 3 years while you were a principal owner or officer?									
	YÉS	NO X If Yes, provide details.									
result	of any	ffirmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you space, photocopy the appropriate page and attach it to the questionnaire.									
7.		e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section lich you have been a principal owner or officer:									
	а.	Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.									
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts									
		cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.									
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?									
		YES NO X If yes, provide an explanation of the circumstances and corrective action taken.									
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?									
		YES NO X If yes, provide an explanation of the circumstances and corrective action taken.									

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

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

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

to Que	estion 5, been to f investigation	the subject of by any goveri	a criminal inves	tigation and/or a civ	siness or organization il anti-trust investiga ted to federal, state,	tion and/or any ot
YES	NO	X If ye	es, provide an ex	planation of the circ	cumstances and corr	ective action take
had a	y sanction imp	•		•	usiness listed in respect	
had a	•	oosed as a re	sult of judicial or	administrative proc		t to any profession

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 m	ne to criminal charges.
	· ·
	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	g of any change in circumstances occurring
after the submission of this form; and that all information supplied by	
information and belief. I understand that the County will rely on the inf	
inducement to enter into a contract with the submitting business entity	<i>'</i> .
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULEN	ITLY MADE IN CONNECTION WITH THE
QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING	
WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, I	
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	THE PERSON WAS CONTRACTED AND ADDRESS OF THE PERSON WAS CONTRACTED AND ADDRESS
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	
44/47/0004 40:00 04 DNA	
11/17/2021 12:26:24 PM	
Date	

PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

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

Principal Na	ame: Adam Ennis	
Date of birtl		
Home addre	ess: 658 N Country Club Rd	
City:	Brevard State/Province/Territory: NC Zip/Postal Code: 2871	2
Country:	US	
Business A	ddress: 325 Gold Street, Suite 501	
City:	Brooklyn State/Province/Territory: NY Zip/Postal Code: 1120	1
Country	US	
Telephone:	(212) 682-1106	
Other prese	ent address(es): 35 West Probart Street, Suite E	
City:	Brevard State/Province/Territory: NC Zip/Postal Code: 2871	2
Country:	US	
Telephone:	(828) 553-6107	
List of other	addresses and telephone numbers attached	
List of other	addresses and telephone numbers attached	
Positions be	eld in submitting business and starting date of each (check all applicable)	
FOSITIONS N	end in Submitting business and starting date of each (check all applicable)	
President	Treasurer	
Chairman o	f Board Shareholder	
Chief Exec.		
Chief Finan		
Vice Presid	ent	
(Other)		
D		
YES	e an equity interest in the business submitting the questionnaire? NO X If Yes, provide details.	
TLS	NO X II Tes, provide details.	
	ny outstanding loans, guarantees or any other form of security or lease or any other type of	
	made in whole or in part between you and the business submitting the questionnaire?	
YES	NO X If Yes, provide details.	
Within the p	ast 3 years, have you been a principal owner or officer of any business or notfor-profit organia	zation
	he one submitting the questionnaire?	
YES X	NO If Yes, provide details.	
NDC Housin	ng and Economic Development Corp - CFO. This is a related subsidiary of the organization	
hammer and the second		

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

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

•	NO X If 'Yes', provide details for each such instance. (Provide a detailed response uestions check "Yes". If you need more space, photocopy the appropriate page and attached it to the tionnaire.)
a.	Is there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective actitaken.
b.	Is there any misdemeanor charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective actitaken.
c.	Is there any administrative charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective actitaken.
d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other of an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective activaten.
e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide an explanation of the circumstances and corrective actitaken.
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X If yes, provide an explanation of the circumstances and corrective act

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

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taken.

	been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
1.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
2.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
3.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

I, 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:	12/0	7/2021	
1)	Proposer's	s Legal Name: National Council for Community Development	THE THE PERSON OF THE PERSON O
2)	Address o	f Place of Business: 1111 Superior Avenue East	nte en i i destançan que i aconscionam aporto del individual l'individual del destato e del del del del del del
	City:	Cleveland State/Province/Territory: OH	Zip/Postal Code: 44114
	Country:	US	
3)	Mailing Ad	ddress (if different): PO Box 845300	
	City:	Boston State/Province/Territory: MA	Zip/Postal Code: 02284
	Country:	US	
	Phone:	(212) 682-1106	
	Does the I	business own or rent its facilities? Rent	If other, please provide details:
4)5)6)	Federal I.I	Bradstreet number: 073273294 D. Number: 136532871 Diser is a: Corporation (Describe)	
7)	YES X	business share office space, staff, or equipment expenses with any office NO If yes, please provide details: office with out business affiliates. Please see attachments	other business?
	1 File(s) l	Jploaded: NDC AND AFFILIATES EIN NUMBERS.docx	
8)	YES X	business control one or more other businesses? NO If yes, please provide details: ready attached	
ι.			
9)	Does this YES X	business have one or more affiliates, and/or is it a subsidiary of, or convergence of NO If yes, please provide details:	ontrolled by, any other business?

Page 1 of 6

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

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	element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
15)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
	YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
16)	For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
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
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	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.	expe	ude a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive erience in your profession. Any prior similar experiences, and the results of these experiences, must be tified.
	Have	e you previously uploaded the below information under in the Document Vault? NO X
	Is th	e proposer an individual? NO X Should the proposer be other than an individual, the Proposal MUST include:
	i)	Date of formation; 05/08/1972
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain. None - Company is a non-profit
No in	dividue	als with a financial interest in the company have been attached
	iii)	Name, address and position of all officers and directors of the company. If none, explain. File is attached
No of	ficers a	and directors from this company have been attached.
		1 File(s) Uploaded: National Development Council List of Officers 2019.docx
	iv)	State of incorporation (if applicable); NY
	v)	The number of employees in the firm; 75
	vi)	Annual revenue of firm; 34000000
	vii)	Summary of relevant accomplishments Detailed information is provided in the proposal
	viii)	Copies of all state and local licenses and permits.
В.		rate number of years in business.
	52	

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

Detailed information is provided in the proposal

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

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

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

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

	, hereby acknowledge that a materially false statement ection with this form may result in rendering the submitting business entity and/or e, and, in addition, may subject me to criminal charges.			
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 Janet Thomas [JTHOMAS@NDCOM				
Deputy CFO				
Title				
12/07/2021 09:53:17 AM				
Date				

National Development Council

List of Officers

NAMES	ADDRE	SSES
-------	-------	------

Daniel Marsh III 5 Cedar Street

President and CEO Mashpee, MA 06249

Gertrude Scriven 189 Bridge Street, Apt 3B

Director Human Resources Brooklyn, NY 11201

Treasurer – NDC Board

Adam Ennis 658 N Country Club Road

CFO – NDC Board Brevard, NC 28712

Seth Bongartz PO Box 1407

NDC Board Chairman Manchester Center, VT

05255

NDC AND ITS' AFFILIATES

EIN NUMBERS

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

11-293 3129

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

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.

STATEMENT OF EMPLOYEES

the National Council for Community Development, Inc. ("NDC"), a orporation recognized by the Internal Revenue Service as an section 501(c)(3) of the Internal Revenue Code, has adopted a Duty of lict of Interest Policy (collectively "Policy") applicable to all solicies of the National Development Council apply to NDC and its including without limitation HEDC and its subsidiaries and affiliates, and, HEDC New Markets and Grow America Fund (hereinafter 'NDC").
t all NDC employees have a duty of loyalty and must avoid any other situation that results in a conflict of interest or even the interest that interferes with or may interfere with the independent a NDC's best interest. I further acknowledge that I am an employee of oplies to me during my tenure as an employee of NDC.
ely state:
copy of the Policy.
anderstand the Policy.
with the Policy in all material respects.
if I breach the Policy or any of the duties set forth in the Policy that I, we to NDC, I will be subject to discipline, including termination of
Date

Duty of Loyalty Policy

Duty of Loyalty: The Employee Must Present Opportunities to NDC

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

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

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

Conflict of Interest Policy

A. Avoidance of Conflicts of Interest

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

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

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

B. Financial Interest

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

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

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

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

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

C. Duty to Disclose

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

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

COUNTY OF NASSAU

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

1. Na	me of	f the Entity:	National Cou	ncil for Community	Developme	nt		
Addre	ess:	1111 Sup	erior Avenue East	t, Suite 1114				
City:	CI	eveland		State/Province	:/Territory:	ОН	Zip/Postal Code:	44114
Coun	try:	US			100			
2. En	tity's \	Vendor Ider	ntification Number	r: _136532871				
3. Тур	oe of	Business:	Other	All and a second a	(specify)	Corporatio	n	
body,	all pa	artners and	limited partners, a		rs, all parties	of Joint Ve	Board of Directors or contures, and all member	
1 File	(s) up	oloaded Nat	ional Developmer	nt Council List of O	fficers 2019	a.docx		
No pr	incipa	ıls have beei	n attached to this fo	erm.				
indivi	dual, n lieu	list the indiv of completi					If the shareholder is n poration, include a cop	
			ders, NDC is a no	on-profit				
6. List "None perfor previo	t all a e"). At mand ously	ffiliated and ttach a sepa	related companie arate disclosure fo intract. Such discl	orm for each affiliat	nship to the ed or subsid ated to inclu	liary compar de affiliated	on line 1, above (if no ny that may take part ir or subsidiary compani	the
None								
1 File	e(s) u	ploaded NE	C Affiliates IRS E	INs (002).pdf				
"None to infli legista Comn prope	e." Thuence ators nissic erty su	e term "loble - or promo or committe on. Such ma ubject to Co	byist" means any obte a matter before ees, including but atters include, but unty regulation, p	and every person of e - Nassau County not limited to the Care not limited to, rocurements. The forces and every person of the same not limited to, and the same not limited to	or organizati, its agencies open Space or requests for term "lobbyis	on retained, s, boards, co and Parks A proposals, c st" does not	e-bid, bid, post-bid, etc employed or designate ommissions, departme dvisory Committee and development or improvinclude any officer, dire discharging his or her	ed by any clier nt heads, d Planning ement of real ector, trustee,
		Are the	re lobbyists involv	red in this matter?				
		(a) Nam None	ne, title, business	address and teleph	one numbe	r of lobbyist(s):	and the state of t
		1						

(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
TION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a the firm for the purpose of executing Contracts.
gned affirms and so swears that he/she has read and understood the foregoing statements and they are, to ledge, true and accurate.
/ signed and certified at the date and time indicated by: mas [JTHOMAS@NDCONLINE.ORG]

Dated:

11/24/2021 09:58:01 AM

Title:

Deputy CFO

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

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

AMENDMENT NO. FOUR

WITNESSETH:

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

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

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

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

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

- 1. <u>Maximum Amount</u>. The maximum amount in the Original Agreement shall be increased by Ten Million Dollars (\$10,000,000.00), so that the maximum amount that the County shall pay to the Subrecipient as full consideration for all Activities provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Twenty Three Million Eight Hundred Sixty Thousand Four Hundred Forty-Three Dollars (\$23,860,443.00) (the "Amended Maximum Amount") as reflected in the Amended Exhibit A, attached hereto.
- 2. <u>Budget</u>. The budget referred to in **Exhibit A** annexed to the Original Agreement is hereby amended by the terms of this Amendment as set forth in Amended **Exhibit A** attached hereto (the "<u>Amended Budget</u>").
- 4. <u>Performance Monitoring</u>. Consistent with the Performance Monitoring provisions contained in Amendment 2, in addition to the Performance Monitoring and related reporting requirements contained in Section 3 of the Original Agreement, with respect to the administration and use of ARPA funds that are provided under this Amendment, the Contractor shall also submit periodic reports providing a detailed accounting of the uses of such ARPA funds received under this Amendment, including such other information as the Secretary of the United States Department of the Treasury or the County may require to comply with the reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.
- 5. 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 Principals, and Audit Requirements for Federal Awards. Without limiting the generality of the forgoing, specifically, with respect to ARPA funds, such funds may only be utilized for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA.

[Remainder of Page Intentionally Left Blank.]

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

NATI	IONAL DEVELOPMENT COUNCIL	\supset
By(_		
Name	:Daniel Marsh III	
	President & CEO	
Date:_	11/16/2021	,

NASSAU COUNTY

Name: Bruce A. Blat Title: County Exec

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	intry
			NOTART PUBLIC	Notary Public State of Vermont
STATE OF NEW YORK)			Reed Bongartz
COUNTY OF NASSAU) ss.:)	¢	•	Commission ★No. 157.0013047★

On the Aday of March in the year 2012 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 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.

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.

- 4. Utilizing CARES Act funds allocated to Nassau County under the Community Development Block Grant Coronavirus (CDBG-CV) Program, NDC shall administer the Nassau County Restaurant Recovery Grant Program (RRGP) for eligible businesses located within Nassau County.
 - a. **Maximum grant amount:** up to \$10,000 for eligible working capital expenses, Nassau County OCD will make the sole and final determination of program requirements.

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

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

- b. Eligible geographic area: Nassau County
- c. Program Eligibility: NDC will administer the Program in compliance with:
 - (1) CDBG Regulations at 24CFR 570.203 Special economic development activities
 - (2) CDBG National Objective of Urgent Need as detailed at 24 CFR 570.208(c)
 - (3) CDBG Public Benefit Standard NDC will administer the Program in compliance with 24CFR 570,209 Guidelines for evaluating and selecting economic development projects. It is noted that in accordance with the Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs as published in the Federal Register on August 20, 2020, the aggregate public benefit standard referenced at 24 CFR 570.209 has been waived because "Given the clear benefit derived from addressing economic disruptions due to coronavirus, CDBG-CV grantees can adequately demonstrate public benefit based on the individual public benefit standards". The individual public benefit standard limit for activities funded with CDBG-CV assistance has been increased to \$85,000 per full-time equivalent, permanent job created or retained. This standard will be met with the retention of one low income job by each business as each grant will be a maximum of \$10,000.00.
 - (4) Allocation of Grant Funds: Applications for funding under the RRGP will be considered in the order received. NDC will support outreach efforts to encourage Minority and Women Owned Business (M/WBE) participation. NDC will make its best effort to work with applicants to ensure all documentation required to make the application complete is received in a timely fashion.

d. General Requirements:

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

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

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

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

\$938,943.00

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

a. Maximum grant amount: \$10,000

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

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

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

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

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

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

d. General Requirements:

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

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

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

\$20,000,000.00

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

a. Maximum grant amount: \$10,000

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

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

d. General Requirements:

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

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

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

Additional Coordination Activities CDBG/HOME Budget:

\$400,000.00

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

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

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

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

Such review will address the following items:

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

limited to:

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



COUNTY OF NASSAU OFFICE OF COMMUNITY DEVELOPMENT

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

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

MEMORANDUM TO:

Robert Cleary, Chief Procurement and Compliance Officer

FROM:

Kevin Crean, Director

RE:

ARPA Funding Delay Memo - National Development

Council

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER	CONTACT NAME: Joy Lewis	
Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367	PHONE (A/C, No. Ext): 206-566-7340	(A/C, No):
Bellevue WA 98009-0367	E-MAIL ADDRESS: Joy_Lewis@ajg.com	
	INSURER(S) AFFORDING CO	OVERAGE NAIC#
National Development Council One Battery Park Plaza, Suite 710 24 Whitehall Street	INSURER A : Federal Insurance Company	20281
	INSURER B: Chubb Indemnity Insurance	Company 12777
	INSURER C :	
	INSURER D :	
New York NY 10004	INSURER E :	
	INSURER F :	
COVERAGES CERTIFICATE NUMBER: 21	41145251 REVIS	SION 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,

NSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		35336064	5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY		73512244	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea acodent)	\$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person)	S
	OWNED SCHEDULED AUTOS ONLY AUTOS		BODILY INJURY (Per accident)	\$			
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
A	X UMBRELLA LIAB X OCCUR		79698760	5/1/2021	5/1/2022	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	DED X RETENTION\$ 10,000						\$
	WORKERS COMPENSATION		71656165	5/1/2021	5/1/2022	X PER OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A				E L EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000

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	CERTI	FICATE	HOLD	DER
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Nassau County Office of Housing & Intergovernmental

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

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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	
Addi. Funds:X	
Blanket Resolution:	
RES#	

1) Mandated Program:	Y
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	With the state of

Routing Slip

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

СРО	Approval: X	05-JUL-21 RCLEARY
DCEC	Approval: X	05-JUL-21 RCLEARY
Dep. CE	Approval: X	05-JUL-21 ETSIMIS
Leg. Affairs	Approval/Review: X	05-JUL-21 GCASTILLOCE
Legislature	Approval: 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: Nonc - 100% federally funded

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

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

RENEWAL	
%	
Increase	
%	
Decrease	

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

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



NIFS ID:CLHI21000014 Department: Housing and Homeless Services

Capital:

SERVICE: CDBG-CV/CDBG/ARP FUNDING

Contract ID #:CQHI20000017

NIFS Entry Date: 05-JUL-21

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

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

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

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

Department:	
Contact Name: Theresa Dukes	
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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

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

Contract Summary

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

	RENEWAL	
%		
Increase		
%		
Decrease		

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

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

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.

NIFA 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: \$10	810443		
Amount to be encumbered: \$10810443			
This is a Amendment			
If new contract - \$ amount should be full amount of advisement ?NIFA only needs to review if it is in If amendment - \$ amount should be full amount of	ncreasing funds above th	e amount previously ap	proved by NIFA
3. Contract Term: 04/01/2019-03/31/2025 Has work or services on this contract commer	nced? Y		
If yes, please explain: Ongoing grant program	- Coronavirus related		
4. Funding Source:			
General Fund (GEN) Capital Improvement Fund (CAP) Other	X Grant Fund (GRT)	Federal % 100 State % 0 County % 0	
Is the cash available for the full amount of the cor If not, will it require a future borrowing?	ntract?	Y N	
Has the County Legislature approved the borrowi	ng?	N/A	
Has NIFA approved the borrowing for this contract	et?	N/A	
5. Provide a brief description (4 to 5 sentence	s) of the item for which	this approval is reque	ested:
Administering CDBG-CV. CDBG and ARP Program activities consistent with any standards required as a condition for pro-	s and providing CDBG-CV.CDB oviding CDBG-CV these funds.	G, and ARP eligible Services	satisfactory to the County and
6. Has the item requested herein followed all	proper procedures and	thereby approved by	the:
Nassau County Attorney as to form	Υ		
Nassau County Committee and/or Legislature			
Date of approval(s) and citation to the reso	olution where approval (for this item was provi	ided:

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

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

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true 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 deliberation s

IQURESHI

05-JUL-21

Authenticated User

<u>Date</u>

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA: _

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

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS pri ntouts for all relevant accounts and relevant Nassau County Legislature communication 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

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.
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. The Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
■ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract

☐ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable. VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.
X. Uendor 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: \[\sigma \text{ 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. \[\text{Level J Compton Department flead Signature} \]
Department Glead Signature

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

Compt. form Pers./Prof. Services Contracts: Rev. 01/18 3

7/5/2021

Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?
YES NO X If yes, to what campaign 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: 06/14/2021 02:17:44 PM Vendor: National Council for Community Development

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 even

Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not
limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation,
procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the
County of Nassau, or State of New York, when discharging his or her official duties.
N/A
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
(org.,
No
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed
or designated:
None
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity
listed. See the last page for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
None

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

Page 1 of 3 Rev. 3-2016

the New (b), beging this discloped committee	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, of (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date his 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, the County the County is constructed.								
YES _	NO X If yes, to what o	ampaign committee? If none, yo	ou must so state:						
	tand that copies of this form will be sed on the County's website.	ent to the Nassau County Depart	tment of Information Technology ("IT") to						
	derstand that upon termination of re within thirty (30) days of termination		n I must give written notice to the County						
	CATION: The undersigned affirms arents and they are, to his/her knowledge		d and understood the foregoing						
	eely and without duress. threat or an		mpaign committees listed above were efit or in exchange for any benefit or						
	ically signed and certified at the date nomas [JTHOMAS@NDCONLINE.O								
Dated:	06/14/2021 06:43:02 PM	Vendor:	National Council for Community Development						
		Title:	Deputy CFO						

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

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

Page 3 of 3 Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

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

Date of birth	04/20	el Marsh III 0/1951					
Home addre		dar Street					
City:	Mashpee		_ State/Provin	ce/Territory:	MA_	Zip/Postal Code:	02649
Country:	_US						
Business Ad			Street, Suite 51				
City:	Brooklyn		_ State/Province	ce/Territory:	MA	_ Zip/Postal Code:	11201
Country	US						
Telephone:	212.682.1	1106					
Other preser	nt address(es):					
City:			State/Province	ce/Territory:	MA	Zip/Postal Code:	_
Country:	US						
Telephone:							
President		01/01/2017		Treasurer			
Chairman of	Board	0170172017		Shareholder			
Chief Exec.	Officer	01/01/2017		Secretary			
Chief Financ	cial Officer			Partner			
Vice Preside	ent						
(Other)							
Da way baya		ntorest in the busi					
	`	interest in the busi	•	the question	nnaire?		
Do you have	e an equity i	interest in the busi	•	the question	nnaire?		
	`		•	the question	nnaire?		
	`		•	the question	nnaire?		
YES Are there an	NO NO	X If Yes, prov	ide details.	r form of sec	urity or I	ease or any other ty	
Are there an contribution	NO NO	X If Yes, prov	ide details. ees or any othe veen you and th	r form of sec	urity or I	ease or any other tyng the questionnaire?	
YES Are there an	NO NO	X If Yes, prov	ide details. ees or any othe veen you and th	r form of sec	urity or I		
Are there an contribution	NO NO	X If Yes, prov	ide details. ees or any othe veen you and th	r form of sec	urity or I		
Are there an contribution	NO NO	X If Yes, prov	ide details. ees or any othe veen you and th	r form of sec	urity or I		
Are there an contribution YES	NO NO NO NO	x If Yes, proving loans, guarante nole or in part betwo	ide details. ees or any othe veen you and th	r form of sec e business s	urity or l submittir	ng the questionnaire?	•
Are there an contribution YES	NO NO NO NO NO NO NO NO ast 3 years,	x If Yes, proving loans, guarante nole or in part betwo	ees or any othe veen you and the ide details.	r form of sec e business s	urity or l submittir		•

Rev. 3-2016

YES		NO		X	If Yes, provide details.
					The second secon
t of any a	ction ta	ken by	/ a	gove	quired below whether the sanction arose automatically, by operation of law, or as a ernment agency. Provide a detailed response to all questions checked "YES". If yo oppropriate page and attach it to the questionnaire.
					ou and/or any affiliated businesses or not-for-profit organizations listed in Section rincipal owner or officer:
a.	Been of YES [taken.	debarre		oy ar	y government agency from entering into contracts with that agency? X If yes, provide an explanation of the circumstances and corrective action
ι					
b. [Been of cancel YES [taken.			use?	fault and/or terminated for cause on any contract, and/or had any contracts X If yes, provide an explanation of the circumstances and corrective action
c.				to n	ard of a contract and/or the opportunity to bid on a contract, including, but not neet pre-qualification standards? X If yes, provide an explanation of the circumstances and corrective action
d.		g that			any government agency from entering into any contract with it; and/or is any actio ormally debar or otherwise affect such business's ability to bid or propose on
	YES [taken.		N) C	X If yes, provide an explanation of the circumstances and corrective action

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

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

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

	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
11.	In addition to the information provided, in the past 5 years has any business or organization listed in response
	to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other
	type of investigation by any government agency, including but not limited to federal, state, and local regulatory
	agencies while you were a principal owner or officer? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
12.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Overtion 5
12.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional
	license held?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
13.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal,
	state or local taxes or other assessed charges, including but not limited to water and sewer charges?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

I, Daniel Marsh III , hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or
any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.
I, Daniel Marsh III , hereby certify that I have read and understand all the
items contained in this form; that I supplied full and complete answers to each item therein to the best of my
knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring
after the submission of this form; and that all information supplied by me is true to the best of my knowledge,
information and belief. I understand that the County will rely on the information supplied in this form as additional
inducement to enter into a contract with the submitting business entity.
CERTIFICATION
CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE
WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
National Council for Community Development, Inc.
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Daniel Marsh III [DMARSH@NDCONLINE.ORG]
President & CEO
Title
06/15/2021 12:04:08 PM
Date

PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

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

		Bongartz 3/1954					
Home addre	ss: P.O.	Box 1407					
City:	Manchest	ter Center	State/Provin	ce/Territory:	VT	Zip/Postal Code:	0525
Country:	US			<u> </u>			
Business Ad	dress:	325 Gol	d Street Suite 50°				
City:	Brooklyn		State/Provin	ce/Territory:	NY	Zip/Postal Code:	1120
Country	US						
Telephone:	212-682-1	1106					
Other preser	nt address(e	es): N/A					
City:			State/Provin	ce/Territory:		Zip/Postal Code:	
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Telephone:							
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President				Treasurer			
Chairman of	Board	02/10/2020		Shareholder			
Chief Exec. (Officer			Secretary	06/	01/2005	
				Partner			
Chief Financ	ial Officer			i ditioi			
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Rev. 3-2016

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

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

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

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

9.

	YES NO X If yes, provide an explanation of the circumstances and corrective action take	n
11.	n addition to the information provided, in the past 5 years has any business or organization listed in respon to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any ot	
	type of investigation by any government agency, including but not limited to federal, state, and local regulate	
	agencies while you were a principal owner or officer? YES NO X If yes, provide an explanation of the circumstances and corrective action take	n.
12.	in the past 5 years, have you or this business, or any other affiliated business listed in response to Question had any sanction imposed as a result of judicial or administrative proceedings with respect to any profession	
	icense held?	
	YES NO X If yes, provide an explanation of the circumstances and corrective action take	n.
13.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable feder	al,
	state or local taxes or other assessed charges, including but not limited to water and sewer charges?	
	YES NO X If yes, provide an explanation of the circumstances and corrective action take	n.

I, Seth Bongartz	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form m	
any affiliated entities non-responsible, and, in addition, may	subject me to criminal charges.
. [2]	1
I, Seth Bongartz	, hereby certify that I have read and understand all the
items contained in this form; that I supplied full and complet	
knowledge, information and belief; that I will notify the Cour after the submission of this form; and that all information su	
information and belief. I understand that the County will rely	
inducement to enter into a contract with the submitting busi	
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CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FR	
QUESTIONNAIRE MAY RESULT IN RENDERING THE SU	
WITH RESPECT TO THE PRESENT BID OR FUTURE BIT MAKING THE FALSE STATEMENT TO CRIMINAL CHARGE.	· · · · · · · · · · · · · · · · · · ·
WAKING THE FALSE STATEWENT TO CRIMINAL CHARG	<i>3</i> E3.
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indic	cated by:
Seth Bongartz [SETHBONGARTZ2@GMAIL.COM]	
Board Chair	
Title	
06/04/2021 10:29:50 AM	
Date	

PRINCIPAL QUESTIONNAIRE FORM

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

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

Country:U Business Addre City:N CountryU Telephone:2 Other present a City:C Country:U	Brooklyn JS ess: New York JS 2126821106	e Street, Apt	State/Provir y Park Plaza,	Suite 710		_ Zip/Postal Code:	11201
City: E Country: L Business Addre City: N Country L Telephone: 2 Other present a City: C Country: L	Brooklyn US ess: New York US 2126821106 address(es):		State/Provir y Park Plaza,	Suite 710			11201
Country: _U Business Addre City: _N Country _U Telephone: _2 Other present a City: _C Country: _U	ess: New York US 2126821106 address(es):	One Batter	y Park Plaza,	Suite 710			11201
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City: Country: L							
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Telephone: 2	JS			_			
_	212682110622	25					
Chairman of Bo			Shareholder				
President				Treasurer	004	01/1984	
	oard						
Chief Exec. Off	ficer			Secretary			
Chief Financial	Officer			Partner			
Vice President							
(Other)							
Do you have ar	n equity intere	st in the busi	ness submittin	g the guestion	nnaire?		
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Page 1 of 5

•	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the 3 years while you were a principal owner or officer? YES NO X If Yes, provide details.							
	THE A THE TEST, Provide details.							
ult of any	firmative answer is required below whether the sanction arose automatically, by operation of law, or as action taken by a government agency. Provide a detailed response to all questions checked "YES". If you bace, photocopy the appropriate page and attach it to the questionnaire.							
	In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section which you have been a principal owner or officer:							
a.	Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.							
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.							
C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.							
d.	Been suspended by any government agency from entering into any contract with it; and/or is any acti pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO X If yes, provide an explanation of the circumstances and corrective action							

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?

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

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

9.

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agend YES	cies while you NO		incipal owner If yes, provid		of the circumstar	nces and corrective ac	tion taker
had a	ny sanction i					s listed in response to s with respect to any p	
YES	e held?	X	If yes, provide	e an explanation	of the circumstar	nces and corrective ac	tion taker

I, Gertrude Scriven	, hereby acknowledge that a materially false statement
	nay result in rendering the submitting business entity and/or
any affiliated entities non-responsible, and, in addition, mag	y 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 comple	
knowledge, information and belief; that I will notify the Cou	
after the submission of this form; and that all information suinformation and belief. I understand that the County will reli	
inducement to enter into a contract with the submitting bus	
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CERTIFICATION	
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WIAKING THE FALGE OF ATEMENT TO OKNINGAL OF AK	GEG.
National Development Council	
Name of submitting business	
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Electronically signed and certified at the date and time indi- Gertrude Scriven [GSCRIVEN@NDCONLINE.ORG]	cated by:
Gerride Schven [GSCKIVEN@NDCONLINE.OKG]	
Director	
Title	
06/14/2021 01:12:24 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 Nam Date of birth:		n Ennis 3/1980						
	Home address		N Country Club R						
		Brevard	V Country Club Ri	State/Province	Torritor	NC	7in/Doctol Codo:	20712	
	_	US			rremiory.	IVC	_ Zip/Postal Code:	28712	
	Country.	00							
	Business Add	ress:	325 Gold 9	Street, Suite 501					
	-	Brooklyn		_ State/Province	/Territory:	NY_	_ Zip/Postal Code:	11201	
		US							
	Telephone: _	(212) 682-	-1106						
	Other present	address(e	es): 35 West P	robart Street, Sui	te E				
	-	Brevard		State/Province		NC	Zip/Postal Code:	28712	
	-	US			,				
	Telephone:	(828) 553-	-6107						
	_								
	List of other a	ddresses a	and telephone nu	mbers attached					
2.	Positions held	in submitt	ting business and	starting date of e	ach (check	k all app	olicable)		
			3	_	•		,		
	President				easurer				
	Chairman of B				nareholder				
	Chief Exec. O		04/04/0047		ecretary				
	Chief Financia		01/01/2017	Pa	artner				
	Vice Presiden	τ							
	(Other)								
3.	Do you have a	an equity in	nterest in the busi	iness submitting t	he allestia	nnaire?			
0.	YES T		X If Yes, prov	_	ne question	illialic:			
	120	110	X 111 103, prov	ide details.					
4.							lease or any other ty		
	contribution m	ade in who	ole or in part betw	veen you and the	business s	ubmittir	ng the questionnaire?	?	
	YES	NO	X If Yes, prov	ide details.					
	Ĺ								
5.	Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization								
			itting the question			,			
	YES X	NO	If Yes, prov						
					nis is a rela	ated sub	sidiary of the organiz	zation	
Page	1 of 5							v. 3-2016	

subm	itting the questionnaire.
	any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past ars while you were a principal owner or officer? NO X If Yes, provide details.
t of any	ffirmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you pace, photocopy the appropriate page and attach it to the questionnaire.
	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 ich you have been a principal owner or officer:
a.	Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action
	taken.
c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
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8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever

	NO X If 'Yes', provide details for each such instance. (Provide a detailed response uestions check "Yes". If you need more space, photocopy the appropriate page and attached it to the stionnaire.)
a.	Is there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
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	in response to Question 5? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
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	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
12.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
13.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

I, Adam Ennis	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form ma	ay result in rendering the submitting business entity and/or
any affiliated entities non-responsible, and, in addition, may	subject me to criminal charges.
<u></u>	
I, Adam Ennis	, hereby certify that I have read and understand all the
items contained in this form; that I supplied full and complet	
knowledge, information and belief; that I will notify the Coun	
after the submission of this form; and that all information su	
information and belief. I understand that the County will rely	
inducement to enter into a contract with the submitting busing	less entity.
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRA	AUDULENTLY MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SU	
WITH RESPECT TO THE PRESENT BID OR FUTURE BID	S, AND, IN ADDITION, MAY SUBJECT THE PERSON
MAKING THE FALSE STATEMENT TO CRIMINAL CHARG	
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indic	ated by:
Adam Ennis [AENNIS@NDCONLINE.ORG]	
050	
CFO Title	
Title	
06/03/2021 10:08:20 AM	
Date	

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

Business History Form

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

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

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

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

-	,								
Date:	06/14/2021								
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 X 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 X NO If yes, please provide details: For 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 X NO If yes, please provide details:								

Page 1 of 6

	Form is already attached
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? YES NO X If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
	and reason for each carrollation of forfeitare. Or detaile regarding the termination (if a sentract).
11)	Has the proposer, during the past seven years, been declared bankrupt? YES NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets
12)	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
	YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
13)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated
	business. YES NO X If yes, provide details for each such investigation, an explanation of the
	circumstances and corrective action taken.
14)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business: a) Any felony charge pending?
	YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	Circumstances and corrective action taxen.
	b) Any misdemeanor charge pending? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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	element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
15)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
	YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
16)	For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
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
Page	3 of 6 Rev. 3-2016

	b)	Please describe any procedures your firm has, or would adopt, to assure the County the interest would not exist for your firm in the future.	at a conflict of
		Each employee is required to sign a conflict of interest form. Form is attached.	
		1 File(s) Uploaded: Conflict of Interest Policy - NDC.pdf	
A.	expe	de a resume or detailed description of the Proposer's professional qualifications, demonstrience in your profession. Any prior similar experiences, and the results of these experientified.	
	Have YES	you previously uploaded the below information under in the Document Vault? NO X	
	Is the	e proposer an individual? NO X Should the proposer be other than an individual, the Proposal MUS	T include:
	i) [Date of formation; 05/08/1972	
	ii)	Name, addresses, and position of all persons having a financial interest in the company, shareholders, members, general or limited partner. If none, explain.	including
	Ĺ	None - Company is a non-profit	
No inc	dividua	Is 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	<u></u>
No off	iooro o	and dispaters from this company have been effected	
NO OII	icers a	and directors from this company have been attached. 1 File(s) Uploaded: National Development Council List of Officers 2019.docx	
	iv)	State of incorporation (if applicable); NY	
	v)	The number of employees in the firm; 75	
	vi)	Annual revenue of firm; 34000000	
	vii)	Summary of relevant accomplishments Detailed information is provided in the proposal	
	viii)	Copies of all state and local licenses and permits.	
В.	Indic	ate number of years in business.	
Dage	4 of 6	·	Rev. 3-2016
ug c			1.07. 0.2010

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

Detailed information is provided in the proposal

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

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

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

	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may	
any affiliated entities non-responsible, and, in addition, may s	subject me to criminal charges.
	, hereby certify that I have read and understand all the
items contained in this form; that I supplied full and complete	•
knowledge, information and belief; that I will notify the County	y 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 inform	nation supplied in this form as additional inducement to
enter into a contract with the submitting business entity.	
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRA	
QUESTIONNAIRE MAY RESULT IN RENDERING THE SUE	
WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS	
MAKING THE FALSE STATEMENT TO CRIMINAL CHARG	ES.
Name of a description baselines and Alakian al Occupation Oc	
Name of submitting business: National Council for Co	mmunity Development
Electronically signed and certified at the date and time indica	ted by:
	ted by.
Janet Thomas [JTHOMAS@NDCONLINE.ORG]	
Deputy CFO	
Title	
1110	
06/14/2021 02:47:01 PM	
Date	

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.

STATEMENT OF EMPLOYEES

Name	::	
Addre	ess:	
Curre	nt Position/Title:	 _
organ Loyal emplo subsic NDC	I acknowledge that the National Council for Coor-profit New York corporation recognized by the ization described in section 501(c)(3) of the Interity Policy and a Conflict of Interest Policy (collect byces of NDC. The policies of the National Develories and affiliates including without limitation I Corporate Equity Fund, HEDC New Markets and etively referred to as "NDC").	Internal Revenue Service as an nal Revenue Code, has adopted a Duty of tively "Policy") applicable to all lopment Council apply to NDC and its HEDC and its subsidiaries and affiliates,
invest appea exerci	erstand and agree that all NDC employees have a timent, association or other situation that results in trance of a conflict of interest that interferes with this end of my judgment in NDC's best interest. I furth and that the Policy applies to me during my tenur	a conflict of interest or even the or may interfere with the independent er acknowledge that I am an employee of
II.	I hereby affirmatively state:	
	a. I have received a copy of the Policy.	
	b. I have read and understand the Policy.	
	c. I agree to comply with the Policy in all mater	ial respects.
	d. I understand that if I breach the Policy or any employee of NDC, owe to NDC, I will be subject byment.	
Name	(Printed)	
Emple	oyee Signature	Date

Duty of Loyalty Policy

Duty of Loyalty: The Employee Must Present Opportunities to NDC

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

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

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

Conflict of Interest Policy

A. Avoidance of Conflicts of Interest

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

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

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

B. Financial Interest

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

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

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

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

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

C. Duty to Disclose

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

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

National Development Council

List of Officers

NAMES ADDRESSES

Daniel Marsh III 5 Cedar Street

President and CEO Mashpee, MA 06249

Gertrude Scriven 189 Bridge Street, Apt 3B

Director Human Resources Brooklyn, NY 11201

Treasurer – NDC Board

Adam Ennis 658 N Country Club Road

Chief Financial Officer Brevard, NC 28712

Seth Bongartz PO Box 1407

Secretary – Finance Committee Manchester Center, VT

05255

NDC AND ITS' AFFILIATES

EIN NUMBERS

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

11-293 3129

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

COUNTY OF NASSAU

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

1. Name o	of the Entity:	National Counc	cil for Community [Developme	ent		
Address:	1111 Sup	erior Avenue East					
City: _C	leveland		_ State/Province/	Territory:	ОН	Zip/Postal Code:	44114
Country:	US						
2. Entity's	Vendor Ider	ntification Number:	136532871				
3. Type of	f Business:	Other		(specify)	Corporation	1	
body, all p	partners and		corporate officers	s, all parties	s of Joint Ven	Board of Directors or of tures, and all membe	•
2 File(s) u Officers 2		tional Development	Council List of Off	ficers 2019	a.docx, Natio	onal Development Co	uncil List of
No princip	als have beer	n attached to this form	n.				
individual,	, list the indiv u of completi					If the shareholder is rooration, include a cop	
		ders, NDC is a non	-profit				
6. List all a "None"). A performar	affiliated and Attach a sepa	arate disclosure for	and their relations m for each affiliate sure shall be upda	ship to the d or subsid ted to inclu	diary companude affiliated	on line 1. above (if no y that may take part i or subsidiary compan	n the
None							
1 File(s)	uploaded NE	OC Affiliates IRS EI	Ns (002).pdf				
"None." T to influent legislators Commissi property s	he term "lobloge - or promosor committed ion. Such massubject to Co	byist" means any ar ote a matter before ees, including but no atters include, but a ounty regulation, pro	nd every person of a Nassau County, ot limited to the Opere not limited to, resocurements. The te	r organizat its agencie pen Space equests for erm "lobbyi	ion retained, es, boards, co and Parks Ad proposals, d st" does not i	e-bid, bid, post-bid, etcemployed or designate minissions, department dvisory Committee and evelopment or improvenciude any officer, directions or her	ted by any clier ent heads, ad Planning vement of real rector, trustee,
	Are the	re lobbyists involved	d in this matter?				
	(a) Nam None	ne, title, business ac	ddress and telepho	one numbe	er of lobbyist(s	s):	

(b) Describe	lobbying activity of each lobbyist. See below for a complete description of lobbying activities
None	
(c) List whet	her and where the person/organization is registered as a lobbyist (e.g., Nassau County, New
(c) List whet York State):	her and where the person/organization is registered as a lobbyist (e.g., Nassau County, New

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

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

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

Dated:

06/14/2021 02:33:44 PM

Title:

Deputy CFO

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

National Development Council

List of Officers

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

05255

NDC AND ITS' AFFILIATES

EIN NUMBERS

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

• Grow America Fund 13-364 1265

• NDC New Markets Inc. 38-364 6931

• NDC Housing and Economic Development Corporation

11-293 3129

• NDC Resources 46-067 4188

• NDC Support 1 13 415 6877

AMERICAN RESCUE PLAN ACT, COMMUNITY DEVELOPMENT BLOCK GRANT, and HOME INVESTMENT PARTNERSHIPS AGREEMENT BETWEEN THE COUNTY OF NASSAU

AND

NATIONAL DEVELOPMENT COUNCIL

AMENDMENT NO. THREE

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

C. Domestic preferences for procurements.

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

(ii) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (b) 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 Principals, and Audit Requirements for Federal Awards. Without limiting the generality of the forgoing, specifically, with respect to ARPA funds, such funds may only be utilized for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA,

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

NAT	TIONAL DEVELOPMEN	T COUNCIL
By:		
	e: Daniel Marsh III	
Title	: President & CEO	

Date: 7-2-2021

NASSAU COUNTY

By: Eggl
Name: Engr R. TIM 1)
Title: DC2 + En Der.

Date: 7. 29. 21

PLEASE EXECUTE IN BLUE INK

STATE OF VERMONT)	
)ss.:	
COUNTY OF BENNINGTON)	
personally known, who, being by me duly sy; that he/she is the PRESIDENT & CEO of the	I before me personally came DANIEL MARSH III to me worn, did depose and say that he/she resides in the County of the NATIONAL DEVELOPMENT COUNCIL the not-for-th executed the above instrument; and that he/she signed his/her irectors of said corporation.
•	
	NOTARY PUBLIC
	NOTARY PUBLIC
	Notary Public State of Vermont
and the opening	Reed Bongartz
STATE OF NEW YORK)	Commission
) ss.:	*No. 157.0013047★
COUNTY OF NASSAU)	Expres 1/3/123
On the day of July in the	ne year 2021 before me personally came

say that he/she resides in the County of Nassau; that he/she is the Douty County Execut. Fof 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

to me personally known, who, being by me duly sworn, did depose and

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 20

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 Principals, and Audit Requirements for Federal Awards.
 - (11) Allocation of Grant Funds: Applications for funding under the MSRGP will be considered in the order received. NDC will support outreach efforts to encourage Minority and Women Owned Business (M/WBE) participation. NDC will make its best effort to work with applicants to ensure all documentation required to make the application complete is received in a timely fashion.
 - (12) All other applicable federal and County Program and ARPA requirements.

d. General Requirements:

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

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

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

Additional Coordination Activities CDBG/HOME Budget:

\$400,000.00

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

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

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

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

Such review will address the following items:

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

limited to:

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



NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501

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

MEMORANDUM TO: Nassau County Comptroller's Office

FROM: Kevin Crean, Director

SUBJECT: Allocation of Community Development Block (CDBG) Program

Funds, HOME Investment Partnerships (HOME) Program Funds and

Emergency Solutions Grants (ESG) Program Funds

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER			
Arthur J. Gallagher Risk Management Services, Inc.	NAME: JOY Lewis PHONE (A/C, No, Ext); 206-566-7340	FAX (A/C, No):	
P.O. Box 367 Bellevue WA 98009-0367	E-MAIL ADDRESS: Joy_Lewis@ajg.com	(20,110).	
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: Federal Insurance Company		20281
INSURED	INSURER B: Chubb Indemnity Insurance Company		12777
National Development Council One Battery Park Plaza, Suite 710	nt Council		
24 Whitehall Street	INSURER D :		
New York NY 10004	INSURER E :		
	INSURER F:		
COVERAGES CERTIFICATE NUMBER: 2141145251	REVISION NU	MBER:	
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.			
EVOLUCIONE AND CONDITIONS OF SHOULDS LIGHTS SHOWN MAY HAVE		DIECT TO ALL T	HE LEKWO,

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

X COMMERCIAL GENERAL LIABILITY		WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT X LOC			35336064	5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$1,000,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY			73512244	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$
X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000			79698760	5/1/2021	5/1/2022	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$ 10,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A		71656165	5/1/2021	5/1/2022		
	POLICY JECT X LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X LOCUR EXCESS LIAB EXCESS LIAB DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE DEFICER/MEMBER EXCLUDED? Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	POLICY PROJECT X LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE DEFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	POLICY JECT X LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X UMBRELLA LIAB EXCESS LIAB DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE DEFICER/MEMBER EXCLUDED? Mandadatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	POLICY PROJECT X LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X LOC OWNED AUTOS ONLY X AUTOS ONLY X LOC OWNED AUTOS ONLY X CCUR EXCESS LIAB CLAIMS-MADE DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	POLICY PRODUCT X LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X UMBRELLA LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANYPROPRETOR/PARTNER/EXECUTIVE DEFICER/MEMBER EXCLUDED? (Mandatory in NH) (fyes, describe under	POLICY JECT X LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X LOCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Mandatory in NH) (1 yes, describe under DESCRIPTION OF OPERATIONS below) 73512244 5/1/2021 5/1/2022 5/1/2021 5/1/2022	PERSONAL & ADV INJURY GENERAL AGGREGATE POLICY PRODUCTS - COMP/OP AGG OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X LOCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 MORRES COMPENSATION ANY PROPRIETOR/PRS* LIABILITY ANYPROPRIETOR/PRS* LIABILITY BELL EACH ACCIDENT E.L. DISEASE - POLICY LIMIT E.L. DISEASE - POLICY LIMIT

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

CERTIFICATE HOLDER	CANCELLATION
	I

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

CHUBB.

Liability Insurance

Endorsement

Policy Period

MAY 1, 2021 To May 1, 2022

Effective Date

MAY 1, 2021

Policy Number

35336064

Insured

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT INC. DBA NATIONAL

Name of Company

FEDERAL INSURANCE COMPANY

Date Issued

APRIL 15,2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

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

Who is An insured

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

However, the person or organization is an insured only:

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

No person or organization is an insured under this provision:

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

CHUBB.

Liability Endorsement

(continued)

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

Conditions

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

Schedule

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

All other terms and conditions remain unchanged.

Authorized Representative



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,	Contact Person: Janet Thomas
Suite 710	
24 Whitehall St.	
New York, NY 10004	
	Phone: 212-682-1106

Department:	7 (1)
Contact Name: Theresa Dukes	
Address: 1 West Street, Suite 365	
Mineola, NY 11501	
Phone: 516-572-1924	

Routing Slip

NIFS Entry: X	07-DEC-20 TDUKES
NIFS Approval: X	07-DEC-20 TDUKES
Capital Fund Approved:	***
NIFA Approval: X	09-DEC-20 IQURESHI
NIFS Approval: X	07-DEC-20 SDEWS
Insurance Verification: X	07-DEC-20 AAMATO
	NIFS Approval: X Capital Fund Approved: NIFA Approval: X NIFS Approval: X

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

Contract Summary

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

Method of Procurement: Method of Procurement:

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

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

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

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

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

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

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

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

RENEWAL	TOTAL 6 2 500 000 00	T	
%	TOTAL \$ 2,500,000.00	TOTAL	\$ 2,500,000.00
Increase			\$ 2,300,000.00
%		1	_
Decrease			
		<u> </u>	ļ

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 ("\sum") 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.
\square 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. The Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable. VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.
X. Uendor 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: \[\sigma\] a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.
Department Read Signature
Department Mead Signature
. I2/3/2020
Date
NOTE: Any information requested above or in the exhibit below, may be included in the county's "staff summary" form



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES NO X If yes, to what campaign com	mittee?				
2. VERIFICATION: This section must be signed by a princip signatory of the firm for the purpose of executing Contracts.	al of the consultant, contractor or Vendor authorized as a				
The undersigned affirms and so swears that he/she has rea his/her knowledge, true and accurate.	d and understood the foregoing statements and they are, to				
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 Thomas [JTHOMAS@NDCONLINE.ORG]	ated by:				
Dated: 11/17/2020 12:40:38 PM	Vendor: National Development Council				
	Title: Deputy Chief Financial Officer				



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

N/A

Page 1 of 3

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
No
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None
Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:
None
6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.
Page 1 of 3 Rev. 3-2016

the New Y (b), begins this disclo committee	7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? YES NO X If yes, to what campaign committee? If none, you must so state:							

	nd that copic on the Cour			l be sent to the	Nassau County	/ Departm	ent of Information Technology ("IT") to	
	erstand that vithin thirty (3				nployment or des	signation I	must give written notice to the County	
				ns and so swea wledge, true ar		nas read a	and understood the foregoing	
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.								
	ally signed a mas [JTHON			e date and time NE.ORG]	e indicated by:			
Dated: _	11/17/2020 (02:36:41	РМ		Vendor:		National Development Council	
					Title:		Deputy Chief Financial Officer	

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

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

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

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

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

1.	Principal Na		am En						
	Date of birth		03/19						
	Home addre			ountry Club Ro					
	City:	Brevard			_ State/Provi	nce/Territory:	NC	Zip/Postal Code:	28712
	Country:	US							
	Business Ad	ldress:		24 Whiteha	all Street, Suit	e 710			
	City:				State/Province/Territory: NY Zip			Zip/Postal Code:	10004
	Country	US							
	Telephone:	(212) 68	32-110	16					
	Other preser	nt address	(es):	35 West Pr	obart Street,				_
	City:	Brevard			State/Provi	nce/Territory:	NC	Zip/Postal Code:	28712
	Country:	US							
	Telephone:	(828) 55	3-610	17					
	List of other	addresses	s and	telephone nun	nbers attache	d			
2.	Positions he	ld in subm	nittina	business and	starting date	of each (chec	k all an	plicable)	
		14 117 040111	ii.tii.ig	baomioco ana	otal tillig dato		it an ap	pilodoloj	
	President					Treasurer			
	Chairman of		***************************************			Shareholder			
	Chief Exec.	Officer			*	Secretary	-		
	Chief Finance	ial Officer	01	1/01/2017		Partner			
	Vice Preside	ent				-			
	(Other)								
3.	Do you have	an equity	intere	est in the busin	ness submittir	ng the questio	nnaire?	•	
	YES	T NO F	X	If Yes, provi		•			
4.	Are there an	v outstand	dina lo	ans, quarante	es or any oth	er form of sec	urity or	lease or any other ty	pe of
••								ng the questionnaire	
				If Yes, provi				3	
	120	1110		1 1 100, p. 01.	40 40 40 110 1				
									A:
5.						er or officer of	any bu	siness or notfor-profit	organization
	The second secon		mittin	g the question					
	YES X	NO		If Yes, provi		This is a sal	otod are	baidings of the area:	zation
		g and Eco	nomic	Developmen	Corp - CFO	. This is a rela	ated su	bsidiary of the organi	
Page	1 of 5							Re	ev. 3-2016

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

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

Rev. 3-2016

ID	1410	ted?

	NO X If 'Yes', provide details for each such instance. (Provide a detailed response to restions check "Yes". If you need more space, photocopy the appropriate page and attached it to the tionnaire.)
a.	Is there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other criman element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

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

Page 3 of 5

Rev. 3-2016

YES	NO X If yes, provide an explanation of the circumstances and corrective action ta
to Que type of	tion to the information provided, in the past 5 years has any business or organization listed in responsition 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any investigation by any government agency, including but not limited to federal, state, and local regulates while you were a principal owner or officer?
YES	NO X If yes, provide an explanation of the circumstances and corrective action takes
In the r	past 5 years, have you or this business, or any other affiliated business listed in response to Questi
had an	y sanction imposed as a result of judicial or administrative proceedings with respect to any profess
had an	y sanction imposed as a result of judicial or administrative proceedings with respect to any profess
had an license	y sanction imposed as a result of judicial or administrative proceedings with respect to any profess held?
had an license	y sanction imposed as a result of judicial or administrative proceedings with respect to any profess held?
had an license YES	y sanction imposed as a result of judicial or administrative proceedings with respect to any profess held? NO X If yes, provide an explanation of the circumstances and corrective action to
had an license YES	y sanction imposed as a result of judicial or administrative proceedings with respect to any profess held?

I, Adam Ennis	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form made	
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 complet	
knowledge, information and belief; that I will notify the Cour	
after the submission of this form; and that all information su	pplied by me is true to the best of my knowledge,
information and belief. I understand that the County will rely	
inducement to enter into a contract with the submitting busing	ness entity.
CERTIFICATION	
CERTIFICATION	ALIDIU ENTLY MADE IN CONNECTION WITH THE
A MATERIALLY FALSE STATEMENT WILLFULLY OR FR	
QUESTIONNAIRE MAY RESULT IN RENDERING THE SU	
WITH RESPECT TO THE PRESENT BID OR FUTURE BID	
MAKING THE FALSE STATEMENT TO CRIMINAL CHARG	320.
National Development Council	
Name of submitting business	
, tame of desimining security	
Electronically signed and certified at the date and time indic	cated by:
Adam Ennis [AENNIS@NDCONLINE.ORG]	·
CFO	
Title	
11/12/2020 01:13:08 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

	rincipal Nan							
	ate of birth:							
	ome addres		e Street, Apt 3B			1111		
	ity:	Brooklyn	S	tate/Province	Territory:	NY	_ Zip/Postal Code:	11201
Co	ountry:	US						
	usiness Ado		One Battery P					
	ty:	New York	S	tate/Province	Territory:	NY	Zip/Postal Code:	10004
	ountry	US						
le	elephone:	2126821106						
Ot	ther presen	t address(es):	One Battery P					
	ty:	New York	S	tate/Province	Territory:	NY	_ Zip/Postal Code:	10004
	ountry:	US						
Te	elephone:	2126821106						
Lis	st of other a	addresses and t	elephone numbe	rs attached				
Po	eitione held	d in submitting t	ousiness and sta	rting date of e	ach (check	all and	dicable)	
7.0	ositions neic	a in submitting t	Justiless and sta	rung date or e	acii (ciieci	an app	incable)	
Pr	esident				easurer	-	01/1984	
Ch	nairman of E	Board		Sł	areholder			
Ch	nief Exec. C	Officer		Se	cretary			
Ch	nief Financia	al Officer		Pa	ırtner			
Vic	ce Presider	nt						
(O	ther)							
Do	you have	an equity intere	st in the busines	s submitting th	ne question	naire?		
YE	-	NO X	If Yes, provide	-	•			
Are	e there any	outstanding loa	ans, quarantees	or any other fo	rm of secu	urity or	ease or any other ty	pe of
							g the questionnaire	
YE	S	NO X	If Yes, provide	details.				70
								4
								-i-oti
Wi	thin the pas	st 3 years, have	you been a prin	cipal owner or	officer of	any bus	iness or notfor-prof	t organization
			the questionnai					1.25
YE	.5	NO X	If Yes, provide	details.				71208
	_						D	ev. 3-2016
1 of	5						R	54.0

1	YES	NO	X	If Yes, provide details.
sult	of any	action taken by	a gove	uired below whether the sanction arose automatically, by operation of law, or as a rnment agency. Provide a detailed response to all questions checked "YES". If yo opropriate page and attach it to the questionnaire.
				ou and/or any affiliated businesses or not-for-profit organizations listed in Section incipal owner or officer:
	a.	-		by government agency from entering into contracts with that agency?
		YEStaken.	NO [X If yes, provide an explanation of the circumstances and corrective action
	b.			ault and/or terminated for cause on any contract, and/or had any contracts
		cancelled for YES	cause? NO [X If yes, provide an explanation of the circumstances and corrective action
		taken.	110	Types, provide an explanation of the circumstances and confective action
	C.	Been denied	he awa	ard of a contract and/or the opportunity to bid on a contract, including, but not
			_	neet pre-qualification standards?
		YES taken.	NO [X If yes, provide an explanation of the circumstances and corrective action
	d.			any government agency from entering into any contract with it; and/or is any actio rmally debar or otherwise affect such business's ability to bid or propose on
		contract?	,0010 10 _	
		YES	ио [X If yes, provide an explanation of the circumstances and corrective action
		taken.		

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

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

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

to Que	stion 5, been investigation	the subj	n provided, in the past 5 years has any business or organization listed in response ject of a criminal investigation and/or a civil anti-trust investigation and/or any other government agency, including but not limited to federal, state, and local regulator or officer?
YES	NO	X	If yes, provide an explanation of the circumstances and corrective action taken

I, Gertrude Scriven , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.
I, Gertrude Scriven , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.
CERTIFICATION A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
NDC
Name of submitting business
Electronically signed and certified at the date and time indicated by: Gertrude Scriven [GSCRIVEN@NDCONLINE.ORG]
director
Title
11/12/2020 01:04:52 PM
Date

PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

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

Principal Nar Date of birth:		Bongartz 3/1954					
Home addre		Box 1407		The second secon			
City:		ter Center	State/Provin	nce/Territory:	VT	Zip/Postal Code:	05255
Country:	US	er center	Otate/1 Tovii	ice/remitiony.	VI	_ Zipii ostai code.	00200
Country.							
Business Ad	dress:	24 White	ehall Street				
City:	New York		State/Provin	ce/Territory:	NY	Zip/Postal Code:	10004
Country	US						
Telephone:	212-682-1	1106					
Other preser	nt address(e	es): N/A					
City:			State/Provir	nce/Territory:		Zip/Postal Code:	-
Country:				,			
Telephone:			A. 16. A. 18. A.				
List of other:	addresses a	and telephone r	numbers attached	b			
Positions hel	ld in submit	ting business a	nd starting date of	of each (check	all appl	licable)	
President				Treasurer			
Chairman of	Board	02/10/2020		Shareholder	-		
Chief Exec. (Secretary	06/0	01/2005	
Chief Financ	ial Officer			Partner			
Vice Preside	nt		20 100 100 100 100 100 100 100 100 100 1				
(Other)							
			usiness submittin	ig the question	nnaire?		
YES	NO	X If Yes, pr	rovide details.				
A th ann an			ntage or only other	or form of ano	reitu on l	ann ar any athar t	una of
						ease or any other to g the question naire	
			•	ne business si	upmillin	g the question mane	;
YES	NO	X If Yes, pr	ovide details.				
Within the pa	ist 3 years.	have you been	a principal owne	er or officer of a	any bus	iness or notfor-prof	fit organiza
				er or officer of a	any bus	iness or notfor-prof	fit organiza
	e one subm	nitting the quest		er or officer of a	any bus	iness or notfor-prof	lit organiza

Rev. 3-2016

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

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

s there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective activates. Sometimes there any misdemeanor charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective activates.
YES NO X If yes, provide an explanation of the circumstances and corrective active
s there any administrative charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective act aken.
In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other an element of which relates to truthfulness or the underlying facts of which related to the conduct ousiness? Y YES NO X If yes, provide an explanation of the circumstances and corrective act aken.
n the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide an explanation of the circumstances and corrective act aken.
n the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X If yes, provide an explanation of the circumstances and corrective act aken.
ra oy s

Page 3 of 5

to Que	estion 5, been of investigation	the subj	provided, in the past 5 years has any business or organization listed in ect of a criminal investigation and/or a civil anti-trust investigation and/ogovernment agency, including but not limited to federal, state, and local	or any oth
agend YES	NO	vere a p	rincipal owner or officer? If yes, provide an explanation of the circumstances and corrective ac	tion taken
	nost E voors	nave you	u or this business, or any other affiliated business listed in response to	Ougation

I, Seth Bongartz	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form ma	ay 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 complet	·
knowledge, information and belief; that I will notify the Coun	, , ,
after the submission of this form; and that all information su	
information and belief. I understand that the County will rely	
inducement to enter into a contract with the submitting busing	ness entity.
OFFICIOATION	
CERTIFICATION	ALIBURENTI VIAADE IN OOMBEOTION WITH THE
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRA	
QUESTIONNAIRE MAY RESULT IN RENDERING THE SU	
WITH RESPECT TO THE PRESENT BID OR FUTURE BID	
MAKING THE FALSE STATEMENT TO CRIMINAL CHARC)ES.
National Development Council	
Name of submitting business	
ranio of outstilling business	
Electronically signed and certified at the date and time indic	ated by:
Seth Bongatz [SETHBONGARTZ2@GMAIL.COM]	,.
Chairman of the Board	
Title	
11/12/2020 11:36:57 AM	
Date	

PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

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

Date of birth		niel Marsh III					
		20/1951					
Home addre	-	edar Street					
City:	Mashpe	9	State/Pro	vince/Territory:	MA	Zip/Postal Code:	02649
Country:	US						
Business Ad	dress:	One E	Battery Park Plaz	a, 24 Whitehall	Street,	Suite 710	
City:	New Yor	k	State/Pro	vince/Territory:	NY	Zip/Postal Code:	02649
Country	US						
Telephone:	(212) 683	2-1106					
Other preser	nt address	(es):					
City:			State/Pro	vince/Territory:		Zip/Postal Code:	navare.
Country:			`	•			
Telephone:							
List of other	addrossos	and telephon	ne numbers attach	ned			
LIST OF OTHER	adulesses	and telephon	e Humbers attach	ieu			
Positions he	ld in submi	tting business	s and starting date	e of each (check	all app	plicable)	
President		01/01/2017	7	Treasurer			
Chairman of	Board	***************************************		Shareholder			
Chief Exec.				Secretary	-		
Chief Financ				Partner			
Vice Preside					-		
(Other)							4
Do you have YES	an equity		business submitt provide details.	ting the question	nnaire?		
YES	NO	X II Yes,	provide details.				
			arantaes er any el	har form of acco	rity or	lease or any other ty	of
Are there any	y outstandi	ing loans, gua	francees or any or	ner form of sect	arity Of	lease of any other ty	pe or
contribution r	made in wh	nole or in part	between you and	the business s	ubmitti	ng the questionnaire	?
contribution r	made in wh	nole or in part	between you and provide details.	the business s	ubmitti	ng the questionnaire	?
contribution r	made in wh	nole or in part	between you and	the business s	ubmitti	ng the questionnaire	?
contribution r	made in wh	nole or in part	between you and	the business s	ubmittii	ng the questionnaire	?
Within the pa	NO NO set 3 years, e one subn	If Yes, If Yes, have you been itting the que	provide details. en a principal owiestionnaire?	the business s	ubmittii	ng the questionnaire	?
YES Within the pa	made in what NO	If Yes, If Yes, have you been itting the que	provide details. en a principal own	the business s	ubmittii	ng the questionnaire	?

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

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

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

10 in response to Question 5?

to Que	stion 5, bee investigatio	en the sub on by any	ject of a criminal i	nvestigation and/or a civil cy, including but not limite	ness or organization listed in responsanti- anti-trust investigation and/or any d to federal, state, and local regula
YES	NO		haman .		mstances and corrective action tal
	y sanction i	mposed a	as a result of judic	al or administrative procee	siness listed in response to Questi edings with respect to any profess mstances and corrective action tal
had an	y sanction i held?	mposed a	as a result of judic	al or administrative procee	edings with respect to any profess

I, Daniel Marsh III , hereby	acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may result i	n rendering the submitting business entity and/or
any affiliated entities non-responsible, and, in addition, may subject r	ne to criminal charges.
I, Daniel Marsh III , hereby items contained in this form; that I supplied full and complete answer knowledge, information and belief; that I will notify the County in writing after the submission of this form; and that all information supplied by information and belief. I understand that the County will rely on the in inducement to enter into a contract with the submitting business entities.	ng of any change in circumstances occurring me is true to the best of my knowledge, formation supplied in this form as additional
CERTIFICATION A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULE! QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTIN WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND,	G BUSINESS ENTITY NOT RESPONSIBLE
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indicated by: Daniel Marsh III [DMARSH@NDCONLINE.ORG]	
President & CEO	
Title	
07/07/2020 02:42:03 PM	

Business History Form

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

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

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

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

Date:	11/1	7/2020					
1)	Proposer's	s Legal Name:	National Council for Com	munity Deve	lopment 24 W	hitehall St	
2)	Address	of Place of Business	: 1 Battery Park Plaz	a, Suite 710			
	City:	New York	State/Province	ce/Territory:	NY	Zip/Postal Code:	_10004
	Country:	US					
3)	Mailing Ad	ddress (if different):	1 Battery Park Plaza	_			
	City:	New York	State/Province	ce/Territory:	NY	Zip/Postal Code:	10004
	Country:	US					
	Phone:	(212) 682-1106					
,	Does the	business own or rer	nt its facilities? Rent		If c	ther, please provid	e details:
4) 5) 6)	Federal I.I	Bradstreet number: D. Number: 13650 ser is a: Cor.pora	32871	_ (Describe)		
7)	YES X We share	NO If y office with out busin	ce space, staff, or equipmones, please provide details ness affiliates. Please see	attachment		er business?	
8)	Does this	business control on	e or more other businesse es, please provide details	es?			
9)	Does this		or more affiliates, and/or i ves, please provide details		ary of, or conti	rolled by, any other	business?

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Г	Form is already attached
	onn's alleady attached
(Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
	YES NO X If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).
	and reason for such cancellation of forfeithe, of details regarding the termination (if a contract).
	Has the proposer, during the past seven years, been declared bankrupt? YES NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets
	Tee New A In yes, state date, court jurisdiction, amount of habilities and amount of assets
P	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 affiliate business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state ocal prosecuting or investigative agency, where such investigation was related to activities performed at, for,
	on behalf of an affiliated business. YES NO X If yes, provide details for each such investigation, an explanation of the
C	ircumstances and corrective action taken.
blo	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 ocal 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 ocal regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
Y	'ES NO X If yes, provide details for each such investigation, an explanation of the
_	ircumstances and corrective action taken.
a	las any current or former director, owner or officer or managerial employee of this business had, either before r during such person's employment, or since such employment if the charges pertained to events that llegedly occurred during the time of employment by the submitting business, and allegedly related to the onduct of that business:) Any felony charge pending?
Y	ES NO X If yes, provide details for each such investigation, an explanation of the ircumstances and corrective action taken.
h) Any misdemeanor charge pending?
Y	ES NO X If yes, provide details for each such investigation, an explanation of the
C	rcumstances and corrective action taken.

	element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
15)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
16)	For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
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
Page	conflict of interest in acting on behalf of Nassau County. No conflict Exists Rev. 3-2016

iv) v) vi) vii)	and directors from this company have been attached. 1 File(s) Uploaded: National Development Council List of Officers 2019.docx State of incorporation (if applicable); NY The number of employees in the firm; 75 Annual revenue of firm; 22593000 Summary of relevant accomplishments Detailed information is provided in the proposal Copies of all state and local licenses and permits. attenumber of years in business.
iv) v) vi) vii)	1 File(s) Uploaded: National Development Council List of Officers 2019.docx State of incorporation (if applicable); NY The number of employees in the firm; 75 Annual revenue of firm; 22593000 Summary of relevant accomplishments Detailed information is provided in the proposal Copies of all state and local licenses and permits.
iv) v) vi) vii)	1 File(s) Uploaded: National Development Council List of Officers 2019.docx State of incorporation (if applicable); NY The number of employees in the firm; 75 Annual revenue of firm; 22593000 Summary of relevant accomplishments Detailed information is provided in the proposal
iv) v) vi)	1 File(s) Uploaded: National Development Council List of Officers 2019.docx State of incorporation (if applicable); NY The number of employees in the firm; 75 Annual revenue of firm; 22593000 Summary of relevant accomplishments
iv) v)	1 File(s) Uploaded: National Development Council List of Officers 2019.docx State of incorporation (if applicable); NY The number of employees in the firm; 75 Annual revenue of firm;
iv)	1 File(s) Uploaded: National Development Council List of Officers 2019.docx State of incorporation (if applicable); NY The number of employees in the firm;
	1 File(s) Uploaded: National Development Council List of Officers 2019.docx State of incorporation (if applicable);
cers a	1 File(s) Uploaded: National Development Council List of Officers 2019.docx
ividua	Name, address and position of all officers and directors of the company. If none, explain. File is attached
الدائدا.	
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
i)	Date of formation; 05/08/1972
Is th	ne proposer an individual? NO X Should the proposer be other than an individual, the Proposal MUST include:
Hav YES	re <u>you previo</u> usl <u>y uplo</u> aded the below information under in the Document Vault? NO X
exp	ude a resume or detailed description of the Proposer's professional qualifications, demonstrating extens erience in your profession. Any prior similar experiences, and the results of these experiences, must be atified.
Incl	The control of motor of motors of the control of th
Incl	1 File(s) Uploaded: Conflict of Interest Policy - NDC.pdf
Incl	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

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

Detailed information is provided in the proposal

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

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

Company	Suffolk County		
Contact Person	Pat Latino		
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 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.					
knowledge, information and belief; that I will the submission of this form; and that all info	, hereby certify that I have read and understand all the full and complete answers to each item therein to the best of my Il notify the County in writing of any change in circumstances occurring after the attention supplied by me is true to the best of my knowledge, information I rely on the information supplied in this form as additional inducement to siness 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: Nation	nal Development Council				
Electronically signed and certified at the date and time indicated by: Janet Thomas [JTHOMAS@NDCONLINE.ORG]					
Deputy Chief Financial Officer					
Title					
11/17/2020 01:02:51 PM					

National Development Council

List of Officers

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

Appendix 2

NDC Affiliates ~ IRS EIN #s

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

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.

STATEMENT OF EMPLOYEES

Name:		
Address:		
Current Position/Title:		
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

Name of the Entity: National Council for Community Development				
Address: 1 Battery Park Plaza, Suite 710 24 Whitehall St.				
City: New York State/Province/Territory: NY Zip/Postal Code: 10004				
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 X				
(a) Name, title, business address and telephone number of lobbyist(s). None				
(b) Describe lebbuing activity of each lebbuint. See helew for a complete description of labbuing activities				
(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities. Page 1 of 3				

None	
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County	, New
York State):	
None	

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

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

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

Janet Thomas [JTHOMAS@NDCONLINE.ORG]

Dated:

11/17/2020 12:40:01 PM

Title:

Deputy Chief Financial Officer

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

National Development Council

List of Officers

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

Appendix 2

NDC Affiliates ~ IRS EIN #s

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

LAURA CURRAN COUNTY EXECUTIVE



KEVIN J. CREAN DIRECTOR

COUNTY OF NASSAU OFFICE OF COMMUNITY DEVELOPMENT

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

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

MEMORANDUM TO:

Robert Cleary, Chief Procurement Officer

FROM:

Kevin Crean, Director

RE:

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

Solutions Grant Coronavirus (ESG-CV) Contract Delay Memo

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

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

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

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

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

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



NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501

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

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

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

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

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

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

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

	NATIONAL DEVELOPMENT COUNCIL
	By:
	Name: MANERI MANSHIT
	Name: OANEKL MANSHIE Title: PRESTONTS CKD
	12/-12
	Date: 12/2/2020
	/ /
	NASSAU COUNTY
	Day Malay Mar
	Name: G. a #Silm (6
	Title: 200 pm
	By: Pelphones Being 15 Title: De & F. Remove Denlys
	Date: 12.18.20
p	LEASE EXECUTE IN BLUE INK
Vermont	ELASE MADEOTE IN BESE INK
STATE OF NEW YORK)	
COUNTY OF WASSAU)	
Daniel Merch, TII to that he/she resides in the County of I of National Development Came: 1, the above instrument; and that he/she significant to the county of I above instrument; and that he/she significant to the county of I above instrument; and that he/she significant to the county of I above instrument; and that he/she significant to the county of I above instrument; and that he/she significant to the county of I above instrument; and that he/she is the county of I above instrument; and the county of I above instruments of I above instrumen	in the year 2010 before me personally came me personally known, who, being by me duly sworn, did depose and say Nassau; that he/she is the <u>President and CEO</u> he not-for-profit corporation described herein and which executed the med his/her name thereto by authority of the Board of Directors of said
corporation.	Barnshole, MA
	NOTARY PUBLIC Reed Bongartz
	NOTARY PUBLIC Reed Bongartz
STATE OF NEW YORK	*No. 157.0013047*
) SS.	
COUNTY OF NASSAU)	
On the K day of Dans	in the year 2020 before me personally came
Olym Simiz to m	e personally known, who, being by me duly sworn, did depose and
say that he/she resides in the County County of Nassau, the municipal cor	of Nassau; that he/she is the of the poration described herein and which executed the above instrument; hereto pursuant to Section 205 of the County Government Law of
Nassau County.	
	210 M 010
	NOTARY AUBISIC
	LAURA J VIGLIOTTI
	NOTARY PUBLIC STATE OF NEW YORK LIC. #01VI6190782
	COMM FXP 08/04/2012 24
	COMMISSIONED IN NASS COUNTY

Exhibit A

Amended Budget and Scope of Services

BUDGET\$3,050,000.00

SCOPE OF SERVICES

General Consulting & Technical Assistance on Housing And Economic Development Programs

Budget: \$300,000.00

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

- (6) U.S. Small Business Administration Section 7(a), Section 504 and Microenterprise programs.
- (7) New Markets Tax Credits.
- (8) Opportunity Zone Funding
- b. State of New York Resources
 - (1) Empire State Development Corporation (ESDC).
 - (2) New York Science Technology and Research (NYSTAR)
 - (3) New York State Homes and Community Renewal (HCR)
 - (4) New York State Department of Environmental Conservation
 - (5) Other: Federal Home Loan Bank Affordable Housing Program and Community Investment Program.
- 5. Review the OCD and/or County's established economic development and/or housing development programs, including but not limited to:
 - a. Section 108 Loan Guarantee Program
 - b. Community Development Block Grant (CDBG) Program
 - c. HOME Investment Partnerships (HOME) Program
 - Such review will address the following items:
 - (1) Eligibility criteria
 - (2) Developer capacity
 - (3) Underwriting criteria
 - (4) Program documents
 - (5) Internal administration of application and approval processes
- 6. Establish the County's participation in "HEDC New Markets," a designated Community Development Entity (CDE) through which New Markets Tax Credits (NMTC) will flow to investors of qualified community development projects that benefit low- to moderate-income people in Nassau County.
- 7. Provide the County with other related economic and housing development services. alone and/or via authorized sub-contractors, including but not limited to the NDC Community Impact Loan Fund. These services may include, but are not limited to:
 - a. Establishing a joint venture program between Nassau County and Contractor for industrial and commercial development projects through Community Development Group, Inc. (CDG)
 - b. Establishing the OCD's and/or the County's participation in Contractor's 501(c)(3) Bond and Donation Program
 - c. Establishing the OCD's and/or the County's participation in Contractor's Corporate Equity Fund, a syndicated investment pool that provides equity to eligible projects with housing and historic tax credits
 - d. Establishing the OCD's and/or the County's participation in other programs developed and introduced by Contractor
 - e. Organize and conduct conferences and training sessions with County employees, municipal subrecipients and current or potential subrecipients, including: instruction, materials, marketing, space rental and other costs

incidental to such programs

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

COVID-19 Economic Development Loan Program Budget:

\$250,000.00

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

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

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

- a. Such investment will be leveraged up to 20 times and create lending capacity for Nassau County businesses of up to \$\$5 million.
- b. The advances will be reconciled as per the requirements of Paragraph 5 of this Agreement.

Nassau County Restaurant Recovery Grant Program (RRGP) Budget:

Small Business Grants
NDC Program Delivery Expenses

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

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

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

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

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

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

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

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

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

d. General Requirements:

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

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

and service provided.

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

Appendix L

Certificate of Compliance

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

1.	The chief executive officer of the Proposer/Bidder is:
	DAVER (MANSHET (Name)
	ONZ BATTLANY PANK PURAL SURTZ TID MYNY (Address)
	Name) ONZ BATTTANY PANK PURA SURTZ TO MY (Address) (212) 662-1106 (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.
true, co	y certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is rect and complete. Any statement or representation made herein shall be accurate and true as of a stated below.
Dated	Signature of Chief Executive Officer
	MEL MANSH III
_	Notary Public State of Vermont Reed Bongartz Commission *No. 157.0013047* 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.

	SUBROGATION IS WAIVED, subject to the fi					require an endorsement	. A sta	tement on
	DUCER	ittincate noticer in ned or si	CONTAC	Michelle D	nick			
	nur J. Gallagher Risk Management Service	s, Inc.	PHONE	, Ext): 206-60	7 0057	FAX		
	D. Box 367		F-MAII			[A/C, No):		
Rei	levue WA 98009-0367		ADDRES		Dyck@ajg.co			
			<u> </u>			IDING COVERAGE		NAIC#
					Insurance Co	The state of the s		20281
INSU	red ional Development Council		INSURE	RB: Chubb in	ndemnity Insu	rance Company		12777
	Battery Park Plaza, Suite 710		INSURE	RC:			+	
24	Whitehall Street		INSURE	RD:				
Ne	w York NY 10004		INSURE	RE:				
			INSURE	RF:				
CO	/ERAGES CERTIFICAT	TE NUMBER: 579708797				REVISION NUMBER:		
IN CI E)	IIS IS TO CERTIFY THAT THE POLICIES OF INSI DICATED. NOTWITHSTANDING ANY REQUIREM ERTIFICATE MAY BE ISSUED OR MAY PERTAIN ICLUSIONS AND CONDITIONS OF SUCH POLICIE	IENT, TERM OR CONDITION I, THE INSURANCE AFFORD S. LIMITS SHOWN MAY HAVE	OF ANY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO	CT TO W	HICH THIS
INSR	TYPE OF INSURANCE INSD. WY	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	5	
Α	X COMMERCIAL GENERAL LIABILITY	35336064		5/1/2020	5/1/2021	EACH OCCURRENCE	\$ 1,000,0	000
	CLAIMS-MADE X OCCUR		ĺ			DAMAGE TO RENTED PREMISES (Ea occurrance)	\$ 1,000,0	000
						MED EXP (Any one person)	\$ 10,000	
					ł	PERSONAL & ADV INJURY	\$ 1,000,0	000
	GEN'L AGGREGATE LIMIT APPLIES PER:	1	İ			GENERAL AGGREGATE	\$ 2,000,0	000
	POLICY PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,0	000
	OTHER:						\$	
Α	AUTOMOBILE LIABILITY	73512244		5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,0	000
	ANY AUTO					BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED					BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED NON-OWNED					PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY					(Fer accident)	\$	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	, observed					AGGILEGATE	s	
В	DED RETENTIONS WORKERS COMPENSATION	71656165		5/1/2020	5/1/2021	X PER OTH-		
	AND EMPLOYERS' LIABILITY Y/N	11000100				E.L. EACH ACCIDENT	\$ 1,000,0	000
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					E.L. DISEASE - EA EMPLOYEE		
	(Mandatory in NH) If yes, describe under					EL DISEASE - POLICY LIMIT		
	DÉSCRIPTION OF OPERATIONS below					E.E. DISEASE - FOCIGI EININ	31,000,	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACO	PD 101 Additional Remarks Schools	de may h	e attached if mor	e soace is requir	ed)		
Nas	sau County is Additional Insured for General Lia	ability as respects the operat	ions of	the insured a	s required by	written contract		
	·							
				251 1 471011				1,590
CE	RTIFICATE HOLDER		CANG	CELLATION				1934
	Nassau County Office of Housing Affairs	& Intergovernmental	THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL E CYPROVISIONS.	ANCELL 3E DEL	ED BEFORE IVERED IN
	40 Main Street, 3rd Floor Hempsted NY 11550		AUTHO	RIZED REPRESE	ENTATIVE			1
	USA		1				The	
				-				- MINOR -

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.





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Liability Endorsement (continued)

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

Conditions

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

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

Schedule

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

All other terms and conditions remain unchanged.

Authorized Representative



Certified: 11-SEP-20 -- BFOX



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

Capital:

SERVICE: CDBG-CV COVID-19 and HOME

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

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

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

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

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

Routing Slip

Department	NIFS Entry: X	17-JUL-20 TDUKES
Department	NIFS Approval: X	27-JUL-20 TDUKES
DPW	Capital Fund Approved:	
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

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

Contract Summary

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

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

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

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

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

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve

Advisement Information

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

RENEWAL		
% 0/0		
Increase		
%		
Decrease		

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

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

Jack Schnirman Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: National Development Council
CONTRACTOR ADDRESS: 1 Battery Pk. Plaza, 24 Whitehall St. Ste 710, NY NY 10004
FEDERAL TAX ID #: 13-6532871
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.

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 RFF (copies of the relevant pages are attached). The original contract was entered into after an RFP was issued on February 12, 2019. One proposal was received due to the nature of the services.
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has no received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. The Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the 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: \[\sigma \text{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. \[\text{Levi-} \text{Jeau} \] Department (lead Signature)
7/10/2020 Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum. Compt form Pers./Prof. Services Contracts: Rev. 01/18 3



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

If yes, to what campaign committee?

NO

2. VERIFICATION: This section must be signed by a princip signatory of the firm for the purpose of executing Contracts.	
The undersigned affirms and so swears that he/she has rea his/her knowledge, true and accurate.	d and understood the foregoing statements and they are, to
The undersigned further certifies and affirms that the contrit made freely and without duress, threat or any promise of a remuneration.	
Electronically signed and certified at the date and time indic Janet Thomas [JTHOMAS@NDCONLINE.ORG]	ated by:
Dated: 01/27/2020 12:14:39 PM	Vendor: National Development Council
	Title: Deputy CFO

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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.

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

NIZA

the New (b), beginsthis disc committee	the lobbyist/lobbying organization or any of its control of York State Election Law in (a) the period beginning April 1, 2018, the period beginning two yealosure, to the campaign committees of any of the ees of any candidates for any of the following Nate Comptroller, the District Attorney, or any Countrol NO X If yes, to what campaign control or the campaign control of the campaign cont	ing April 1, 2016 and ars prior to the date o following Nassau Co ssau County elected ty Legislator?	ending on the date of this disclosure, or f this disclosure and ending on the date of bunty elected officials or to the campaign offices: the County Executive, the County
	tand that copies of this form will be sent to the Na ed on the County's website.	assau County Depart	ment of Information Technology ("IT") to
	derstand that upon termination of retainer, emplowithin thirty (30) days of termination.	syment or designation	I must give written notice to the County
	CATION: The undersigned affirms and so swears nts and they are, to his/her knowledge, true and a		and understood the foregoing
The und made fre remuner	ersigned further certifies and affirms that the conteely and without duress, threat or any promise of ation.	tribution(s) to the can a governmental bene	npaign committees listed above were fit or in exchange for any benefit or
	ically signed and certified at the date and time incomes [JTHOMAS@NDCONLINE.ORG]	dicated by:	
Dated:	01/27/2020 12:13:24 PM	Vendor:	National Development Council
		Title:	Deputy CFO

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

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

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PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

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

1. Principal Name: Daniel Marsh III	
Date of birth: 04/20/1951	
Home address: 5 Cedar Street	
	02649
Country: US	
Business Address: One Battery Park Plaza, 24 Whitehall Street, Suite 710	
	02649
Country US	
Telephone: (212) 682-1106	
Other present address(es):	
City: State/Province/Territory: Zip/Postal Code:	
Country:	
Telephone:	
List of other addresses and telephone numbers attached	
Positions held in submitting business and starting date of each (check all applicable)	
President 01/01/2017 Treasurer	
Chairman of Board Shareholder	
Chief Exec. Officer Secretary	
Chief Financial Officer Partner	
Vice President	
(Other)	
Do you have an accept interest in the hypiness submitting the guardianceins?	
Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details.	
TES NO A II Tes, provide details.	
Are there any outstanding loans, guarantees or any other form of security or lease or any other type	of
contribution made in whole or in part between you and the business submitting the questionnaire?	
YES NO X If Yes, provide details.	
Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit org	ganizatio
	-
other than the one submitting the questionnaire?	

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

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?

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

nvestigatio	n by any go	vernment agency	vestigation and/o y, including but r		nvestigation and/or an
NO		•		he circumstances	and corrective action to
-	nposed as a	result of judicia	l or administrativ	e proceedings with	respect to any profes
	nvestigations while you NO NO ast 5 years, sanction in held?	nvestigation by any gos while you were a prin NO X I	nvestigation by any government agency s while you were a principal owner or or NO X If yes, provide an ast 5 years, have you or this business, a sanction imposed as a result of judicial neld?	nvestigation by any government agency, including but not so while you were a principal owner or officer? NO X If yes, provide an explanation of the set 5 years, have you or this business, or any other affilianction imposed as a result of judicial or administrative neld?	nvestigation by any government agency, including but not limited to federal swhile you were a principal owner or officer? NO X If yes, provide an explanation of the circumstances as the system of the circumstances is the system of the circumstances as the system of the circumstances are the system of the circumstances and the system of the circumstances are the system of the circumstances and the circumstances are the system of the circumstances are the cir

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 cl	
	ve read and understand all the herein to the best of my ge in circumstances occurring to best of my knowledge,
CERTIFICATION A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS E WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, IN MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	ENTITY NOT RESPONSIBLE
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indicated by: Daniel Marsh III [DMARSH@NDCONLINE.ORG]	
President & CEO	
Title	
07/07/2020 02:42:03 PM Date	

PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

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1.	Principal Name: Gertrude Scriven							
	Date of birth: 08/15/1949							
	Home address: 189 Bridge Street, Apt 3B							
	City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11201							
	Country: US							
	During Address Address Ded Diese Stite 740							
	Business Address: One Battery Park Plaza, Suite 710 City: New York State/Province/Territory: NY Zip/Postal Code: 10004							
	City: New York State/Province/Territory: NY Zip/Postal Code: 10004 Country US							
	Telephone: 2126821106							
	Other present address(es):							
	City: New York State/Province/Territory: NY Zip/Postal Code: 10004							
	Country: US							
	Telephone: 2126821106							
	1 to the first through the same and telephone numbers of technol							
	List of other addresses and telephone numbers attached							
2.	Positions held in submitting business and starting date of each (check all applicable)							
۷.	1 Ostions held itt subtrituing business and starting date of each (check an applicable)							
	President Treasurer 08/01/1984							
	Chairman of Board Shareholder							
	Chief Exec. Officer Secretary							
	Chief Financial Officer Partner							
	Vice President							
	(Other)							
_	Decided the second to the best of the second to the second							
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details.							
	YES NO X If Yes, provide details.							
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of							
	contribution made in whole or in part between you and the business submitting the questionnaire?							
	YES NO X If Yes, provide details.							
5.	Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization							
J.	other than the one submitting the questionnaire?							
	YES NO X If Yes, provide details.							
	7.00 7.00 7.00 P.O. 1.00 P.O. 1.00							

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6.		any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past rs while you were a principal owner or officer? NO X If Yes, provide details.
result	of any	ffirmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you pace, photocopy the appropriate page and attach it to the questionnaire.
7.		e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 ich you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
		tukon.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action
		taken.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO X If yes, provide an explanation of the circumstances and corrective action
		taken.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
		YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
8.	been t	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever

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initiated?

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

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

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YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.
had an	y sanction held?	on imp		or this business, or any other affiliated business listed in response to Question 5 a result of judicial or administrative proceedings with respect to any professional If yes, provide an explanation of the circumstances and corrective action taken.
	local ta	xes or		e you failed to file any required tax returns or failed to pay any applicable federal, ssessed charges, including but not limited to water and sewer charges? If yes, provide an explanation of the circumstances and corrective action taken.
	In the phad any license YES	In the past 5 ye had any sanctic license held? YES For the past 5 t state or local ta	to Question 5, been to type of investigation to agencies while you wayes NO In the past 5 years, he had any sanction implicense held? YES NO For the past 5 tax yearstate or local taxes or	to Question 5, been the subjective of investigation by any gagencies while you were a property NO X In the past 5 years, have you had any sanction imposed as license held? YES NO X For the past 5 tax years, have state or local taxes or other a

I, Gertrude Scriven	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form ma	ay 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 complet	
knowledge, information and belief; that I will notify the Coun	
after the submission of this form; and that all information su	
information and belief. I understand that the County will rely	
inducement to enter into a contract with the submitting busing	
The second of th	
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRA	AUDULENTLY MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SU	
WITH RESPECT TO THE PRESENT BID OR FUTURE BID	
MAKING THE FALSE STATEMENT TO CRIMINAL CHARG	
MAKING THE FALSE STATEMENT TO CHIMINAL OFFICE)EG.
NDC	
Name of submitting business	
Name of Submitting business	
minute since the sign of an distance of the data and the india	adod hu
Electronically signed and certified at the date and time indic	ated by.
Gertrude Scriven [GSCRIVEN@NDCONLINE.ORG]	
•	
Director	
Title	
07/02/2020 03:17:40 PM	
Date	

Page 5 of 5

PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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1.	Principal Name:	Adam Ennis						
	Date of birth:	01/03/1980						
	Home address:	658 N Country Club Rd						
	City: Bre	evard State/Province/Territory: NC Zip/Postal Code: 28712						
	Country: US							
	Business Addres							
		w York State/Province/Territory: NY Zip/Postal Code: 10004						
	Country US							
	Telephone: (21	2) 682-1106						
	Other present add	dress(es): 35 West Probart Street, Suite E						
	•	evard State/Province/Territory: NC Zip/Postal Code: 28712						
	Country: US							
	,	8) 553-6107						
	Totophono. Toz	0/000 0101						
	List of other addre	esses and telephone numbers attached						
2.	Positions held in:	submitting business and starting date of each (check all applicable)						
	President	Treasurer						
	Chairman of Boar							
	Chief Exec. Office							
	Chief Financial O	fficer 01/01/2017 Partner						
	Vice President							
	(Other)							
_								
3.	Do you have an equity interest in the business submitting the questionnaire?							
	YES NO	X If Yes, provide details.						
4.	Are there any out	standing 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							
	169	/ A III Tes, 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 X NO							
	NDC Housing and	Economic Development Corp - CFO. This is a related subsidiary of the organization						

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	subm	Iting the questionnaire.
6.		ny governmental entity awarded any contracts to a business or organization listed in Section 5 in the past s while you were a principal owner or officer? NO X If Yes, provide details.
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7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 ch you have been a principal owner or officer: Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

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

b. Is there any misdemeanor charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective a taken. c. Is there any administrative charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective a taken. d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other an element of which relates to truthfulness or the underlying facts of which related to the condubusiness? Y		NO X If 'Yes', provide details for each such instance. (Provide a detailed response estions check "Yes". If you need more space, photocopy the appropriate page and attached it to the tionnaire.)
c. Is there any administrative charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective a taken. d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other an element of which relates to truthfulness or the underlying facts of which related to the condubusiness? Y	a.	YES NO X If yes, provide an explanation of the circumstances and corrective action
d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other an element of which relates to truthfulness or the underlying facts of which related to the condubusiness? Y	b.	YES NO X If yes, provide an explanation of the circumstances and corrective actio
an element of which relates to truthfulness or the underlying facts of which related to the condubusiness? Y	c.	YES NO X If yes, provide an explanation of the circumstances and corrective action
taken.	d.	YES NO X If yes, provide an explanation of the circumstances and corrective action

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

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

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

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f.

taken.

	been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
11.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
12.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
13.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

I. Adam Ennis	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form m	
any affiliated entities non-responsible, and, in addition, may	subject me to criminal charges.
I, Adam Ennis	, hereby certify that I have read and understand all the
items contained in this form; that I supplied full and comple	
knowledge, information and belief; that I will notify the Cour	
after the submission of this form; and that all information su	
information and belief. I understand that the County will rely	
inducement to enter into a contract with the submitting busi	ness entity.
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FR	ALIDLII ENTI V MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SU	
WITH RESPECT TO THE PRESENT BID OR FUTURE BIL	
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGE	
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indic	ated by:
Adam Enins [AENNIS@NDCONLINE.ORG]	
Chief Financial Officer	
Title	
07/02/2020 04-50-20 PM	
07/02/2020 01:50:29 PM	
Date	

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	Seth Bongar	tz					
Date of birth:	09/23/1954						
Home address:	P.O. Box 140						
-	anchester Cent	er	State/Provid	nce/Territory:	VT	_ Zip/Postal Code:	05255
Country: US	3						
Business Addres	s: 2	24 Whiteha	ll Street				
City: Ne	w York		State/Provi	nce/Territory:	NY	Zip/Postal Code:	10004
Country US			-	•		•	
	2-682-1106						
Other present ad	dress(es): 1	N/A					
City:			State/Provi	nce/Territory:		Zip/Postal Code:	
Country:			•	1000			
Telephone:							
List of other addr	esses and tele	phone num	ibers attache	d			
Positions held in	submitting bus	iness and	starting date	of each (chec	k all app	olicable)	
President				Treasurer			
Chairman of Boa	rd		William Committee of the Committee of th	Shareholder			
	or			•		01/2005	
Chief Exec. Offic	er			Secretary		01/2005	
Chief Exec. Offic Chief Financial C	er			•		01/2005	
Chief Exec. Office Chief Financial Country Vice President	er			Secretary		01/2005	
Chief Exec. Offic Chief Financial C	er			Secretary		01/2005	
Chief Exec. Office Chief Financial Country Vice President	er Officer			Secretary Partner	06/	01/2005	
Chief Exec. Office Chief Financial C Vice President (Other)	er Officer equity interest i		ess submittir	Secretary Partner	06/	01/2005	
Chief Exec. Office Chief Financial Covice President (Other)	er Officer equity interest i	n the busin	ess submittir	Secretary Partner	06/	01/2005	
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Chief Exec. Offic Chief Financial C Vice President (Other) Do you have an e YES N	er Officer equity interest i	n the busin Yes, provid	ess submittir de details,	Secretary Partner ng the questio	nnaire?		
Chief Exec. Office Chief Financial Country Vice President (Other) Do you have an executive Notes Note	er Officer equity interest i	n the busin Yes, provid	ess submittir de details, es or any oth	Secretary Partner ng the question	nnaire?	lease or any other t	
Chief Exec. Office Chief Financial Countribution made Countribution made Countribution	er Officer equity interest i O X If	n the busin Yes, provid s, guaranted n part between	ess submitting de details. es or any other you and the	Secretary Partner ng the question	nnaire?		
Chief Exec. Office Chief Financial Countribution made	er Officer equity interest i O X If	n the busin Yes, provid	ess submitting de details. es or any other you and the	Secretary Partner ng the question	nnaire?	lease or any other t	
Chief Exec. Office Chief Financial Countribution made Countribution made Countribution	er Officer equity interest i O X If	n the busin Yes, provid s, guaranted n part between	ess submitting de details. es or any other you and the	Secretary Partner ng the question	nnaire?	lease or any other t	
Chief Exec. Office Chief Financial Countribution made Countribution made Countribution	er Officer equity interest i O X If	n the busin Yes, provid s, guaranted n part between	ess submitting de details. es or any other you and the	Secretary Partner ng the question	nnaire?	lease or any other t	
Chief Exec. Office Chief Financial Countribution made Countribution made Countribution	er Officer equity interest i O X If	n the busin Yes, provid s, guaranted n part between	ess submitting de details. es or any other you and the	Secretary Partner ng the question	nnaire?	lease or any other t	
Chief Exec. Offic Chief Financial Countribution made Countribution mad	er Officer equity interest i O X If tstanding loans e in whole or in O X If	n the busin Yes, provid s, guaranted part betwe Yes, provid	ess submittir de details, es or any oth een you and t de details.	Secretary Partner ng the question er form of sections the business secretary	nnaire?	lease or any other t	?
Chief Exec. Offic Chief Financial Countribution made YES Note The President (Other) Are there any our contribution made YES Note The President No	er Officer equity interest if O X If tstanding loans in whole or in O X If	n the busin Yes, provid s, guaranted part between Yes, provid	ess submitting de details, es or any other you and the details.	Secretary Partner ng the question er form of sections the business secretary	nnaire?	lease or any other t	?
Chief Exec. Office Chief Financial Countries (Other) Do you have an expect of the contribution made YES Nother No	er Officer equity interest if O X If tstanding loans in whole or in O X If years, have you	n the busin Yes, provid s, guaranted part between Yes, provid	ess submitting de details. es or any other you and the details. orincipal owner aire?	Secretary Partner ng the question er form of sections the business secretary	nnaire?	lease or any other t	?

	YES	NO X If Yes, provide details.
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	a.	Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO X If yes, provide an explanation of the circumstances and corrective action

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

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

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

	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
11.	In addition to the information provided, in the past 5 years has any business or organization listed in response
	to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory
	agencies while you were a principal owner or officer?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
12.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5
	had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional
	license held?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
13.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal,
	state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	TEO A If yes, provide an explanation of the circumstances and confective action taken.

I, Seth Bongartz	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form made	ay 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 complet	e answers to each item therein to the best of my
knowledge, information and belief; that I will notify the Cour	
after the submission of this form; and that all information su	pplied 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 busing	ness entity.
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FR.	AUDULENTLY MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SU	IBMITTING BUSINESS ENTITY NOT RESPONSIBLE
WITH RESPECT TO THE PRESENT BID OR FUTURE BID	OS, AND, IN ADDITION, MAY SUBJECT THE PERSON
MAKING THE FALSE STATEMENT TO CRIMINAL CHARC	GES.
National Development Council	
Name of submitting business	
·	
Electronically signed and certified at the date and time indic	ated by:
Seth Bongartz [SETHBONGARTZ2@GMAIL.COM]	·
Board Member	
Title	
01/17/2020 09:51:11 AM	
Date	

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PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

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

State/Province/Territory: IL Zip/Postal Code: 62025 Park Plaza, Suite 710 State/Province/Territory: NY Zip/Postal Code: 10004 State/Province/Territory: IL Zip/Postal Code: 62025 Inbers attached starting date of each (check all applicable) Treasurer Shareholder Secretary Partner
State/Province/Territory: NY Zip/Postal Code: 10004 State/Province/Territory: IL Zip/Postal Code: 62025 State/Province/Territory: IL Zip/Postal Code: 62025 Starting date of each (check all applicable) Treasurer Shareholder Secretary
State/Province/Territory: NY Zip/Postal Code: 10004 State/Province/Territory: IL Zip/Postal Code: 62025 State/Province/Territory: IL Zip/Postal Code: 62025 Starting date of each (check all applicable) Treasurer Shareholder Secretary
State/Province/Territory: NY Zip/Postal Code: 10004 State/Province/Territory: IL Zip/Postal Code: 62025 Inbers attached starting date of each (check all applicable) Treasurer Shareholder Secretary
State/Province/Territory: NY Zip/Postal Code: 10004 State/Province/Territory: IL Zip/Postal Code: 62025 Inbers attached starting date of each (check all applicable) Treasurer Shareholder Secretary
State/Province/Territory: IL Zip/Postal Code: 62025 Inbers attached starting date of each (check all applicable) Treasurer Shareholder Secretary
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es or any other form of security or lease or any other type of een you and the business submitting the questionnaire?
es

Rev. 3-2016

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		st (5) years, you have be						sses o	or not-	for-pro	fit org	aniza	ations	listed	in Section
a	ı. B Y	een debarre		y gover	nment	agency	from er								ve action
b	C Y	een declared ancelled for d ESaken.							-				_		icts ve action
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8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

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

	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
11.	In addition to the information provided, in the past 5 years has any business or organization listed in response
	to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other
	type of investigation by any government agency, including but not limited to federal, state, and local regulatory
	agencies while you were a principal owner or officer?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
10	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5
12.	had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional
	license held?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	TES NO X II yes, provide all explanation of the circumstances and corrective action taxon.
13.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal,
	state or local taxes or other assessed charges, including but not limited to water and sewer charges?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

I, Saundra Hudson	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form m	ay result in rendering the submitting business entity and/or
any affiliated entities non-responsible, and, in addition, mag	
I, Saundra Hudson	, hereby certify that I have read and understand all the
items contained in this form; that I supplied full and comple	
knowledge, information and belief; that I will notify the Coul	nty in writing of any change in circumstances occurring
after the submission of this form; and that all information su	
information and belief. I understand that the County will rely	y on the information supplied in this form as additional
inducement to enter into a contract with the submitting bus	iness entity.
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FR	AUDULENTLY MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SU	JBMITTING BUSINESS ENTITY NOT RESPONSIBLE
WITH RESPECT TO THE PRESENT BID OR FUTURE BIL	OS, AND, IN ADDITION, MAY SUBJECT THE PERSON
MAKING THE FALSE STATEMENT TO CRIMINAL CHAR	
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indic	cated by:
Saundra Hudson [SJH95@AOL.COM]	
Chairman of the Board	
Title	
01/14/2020 11:11:11 AM	
Date	

Business History Form

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

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

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

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

Date:	01/2	8/2020
1)	Proposer's	s Legal Name: National Council for Community Development
2)	Address o	of Place of Business: 1 Battery Park Plaza, Suite 710
	City:	New York State/Province/Territory: NY Zip/Postal Code: 10004
	Country:	US
3)	Mailing Ad	ddress (if different): 1 Battery Park Plaza, Suite 710
	City:	New York State/Province/Territory: NY Zip/Postal Code: 10004
	Country:	US
	Phone:	(212) 682-1106
,	Does the I	business own or rent its facilities? Rent If other, please provide details:
Į		
4)	Dun and E	Bradstreet number: 073273294
5)	Federal I.I	D. Number: 13-6532871
6)	The propo	ser is a: Corporation (Describe)
7)	Does this	business share office space, staff, or equipment expenses with any other business?
Г	YES X	NO If yes, please provide details:
L	Please se	e attached document
	1 File(s) l	Jploaded: NDC Affiliates IRS EINs (002).pdf
8)	Does this	business control one or more other businesses?
[NO If yes, please provide details: e attached document
	1 File(s) (Jploaded: NDC Affiliates IRS EINs (002).pdf
9)		business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
	YES X	NO If yes, please provide details:

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	Document is already attached
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? YES NO X If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
11)	Has the proposer, during the past seven years, been declared bankrupt? YES NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets
12)	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
13)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
4)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business: a) Any felony charge pending? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
,	b) Any misdemeanor charge pending? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
15)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
16)	For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
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 Conflicts Exists
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflicts Exists

	Please describe any procedures your firm has, or would adopt, to assure the County that a counterest would not exist for your firm in the future. Each employee has to complete and sign a conflict of interest form. Please see form attached	
	Each employee has to complete and sign a conflict of interest form. Please see form attache	<u>30.</u>
	1 File(s) Uploaded: Conflict of Interest Policy - NDC.pdf	
	nclude a resume or detailed description of the Proposer's professional qualifications, demonstrating experience in your profession. Any prior similar experiences, and the results of these experiences, ndentified.	
	lave you previously uploaded the below information under in the Document Vault? (ES NO X	
	the proposer an individual? (ES NO X Should the proposer be other than an individual, the Proposal MUST included in the proposal MUST included in the proposer because of the	ıde:
	Date of formation; 05/08/1972	
	Name, addresses, and position of all persons having a financial interest in the company, include shareholders, members, general or limited partner. If none, explain.	ing
	None- Company is a non-profit	
No indi	duals with a financial interest in the company have been attached	
i	Name, address and position of all officers and directors of the company. If none, explain. Please see file attached	
No offic	rs and directors from this company have been attached.	
	1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx	
i) State of incorporation (if applicable); NY	
,	The number of employees in the firm; 75	
`	Annual revenue of firm; 22593000	
`	Summary of relevant accomplishments Detailed information is provided in the proposal	
\	ii) Copies of all state and local licenses and permits.	
B. 1	dicate number of years in business.	
Page 4		3-2016

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

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

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

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

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

I, Janet Thomas , hereby 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 Thomas , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.
CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
Name of submitting business: National Development Council
Electronically signed and certified at the date and time indicated by: Janet Thomas [JTHOMAS@NDCONLINE.ORG]
Deputy CFO
Title
02/03/2020 09:56:23 AM
Date

Rev. 3-2016

Appendix 2

NDC Affiliates ~ IRS EIN #s

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

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.

STATEMENT OF EMPLOYEES

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

Duty of Loyalty Policy

Duty of Loyalty: The Employee Must Present Opportunities to NDC

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

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

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

Conflict of Interest Policy

A. Avoidance of Conflicts of Interest

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

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

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

B. Financial Interest

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

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

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

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

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

C. Duty to Disclose

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

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

National Development Council

List of Officers

NAMES ADDRESSES

Daniel Marsh III. 5 Cedar Street

President and CEO Mashpee, MA 06249

Gertrude Scriven - 1064 Halsey Street
Director Human Resources Brooklyn, NY 11207

Treasurer – NDC Board

Adam Ennis 658 N Country Club Road

Chief Financial Officer Brevard, NC 28712

Saundra Hudson 7 Pinebrook Ct.

Chairwoman – NDC Board Edwardsville, IL 62025

Seth Bongartz PO Box 1407

Secretary – Finance Committee Manchester Center, VT

05255

Appendix 2

NDC Affiliates ~ IRS EIN #s

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

COUNTY OF NASSAU

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

Name of the Entity: National Development 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 X
(a) Name, title, business address and telephone number of lobbyisl(s): None
(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None	
(c) List whet York State):	her and where the person/organization is registered as a lobbyist (e.g., Nassau County, New
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

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

Appendix 2

NDC Affiliates ~ IRS EIN #s

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

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

AND

NATIONAL DEVELOPMENT COUNCIL

AMENDMENT NO. ONE

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

WITNESSETH:

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

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

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

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

- 1. <u>Maximum Amount</u>. The Maximum Amount in the Agreement as Amended shall be increased by Two Hundred and Fifty Thousand (\$250,000.00), so that the maximum amount that the County shall pay to the Subrecipient as full consideration for all Activities provided under the Amendment shall be Five Hundred Fifty Thousand Dollars (\$550,000) (the "Amended Maximum Amount") as reflected in the Amended Exhibit A, attached hereto.
- 2. <u>Budget</u>. The budget referred to in **Exhibit A** annexed to the Original Agreement and any amendment thereafter is hereby amended by the terms of this Amendment as set forth in Amended **Exhibit A** attached hereto (the "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: DAVICE MARCH II	
Title: PASTOILT & C/20	
Date: 6/29/2020	
NASSAU COUNTY	
By: Quent	
Name:Evlyn Tsimis	
Title: Deputy County Executive	
Date: 9-10.2	
Date: 1-10.20	
DI PAGE EVECUTE DI DI HE DIV	
PLEASE EXECUTE IN <u>BLUE</u> INK	
STATE OF NEW YORK) KLW (1951)	
COUNTY OF NASSAU)	
On the 29day of me in the year 20 Webfore me personally came	
AMICI MAIRCH TO me personally known, who, being by me duly sworn, did depose and say that	
he/she resides in the County of Nassen; that he/she is the <u>Resident</u> of <u>NATU Seve-lon</u> , Councy, the not-for-profit corporation described herein and which executed the above	
instrument; and that lic/she signed his/her name thereto by authority of the Board of Directors of said	
corporation.	
/ dererale/occus	
NOTARY PUBLIC GERTRUDE SCRIVEN	
STATE OF NEW YORK) (State of New York	
) ss.: Ottalified in Kingo	
Expires November 23, 20	1/
On the 10 day of 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.	
mereto pursuant un Section 203 of the County Government Law of Massac County.	
NOTARY PUBLIC	
LAURA J VIGLIOTTI NOTARY PUBLIC STATE OF NEW YORK	
LIC. #01VI6190782	
COMM. EXP. 08/04/2012*24 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/Bi	idder is:	
	DANDEL MADESH III	(Name)	
	ONE BATTHAY PARK PLAZA S	1.4.407	
	212 662-WO6	(Telephone Number)	
2.	The Proposer/Bidder agrees to comply with th Law, and with all applicable federal, state and	te requirements of the Nassau County I local laws.	Living Wage
3.	In the past five years, Proposer/Bidderl government agency to have violated federal, st benefits, labor relations, or occupational safety Proposer/Bidder, describe below:	tate, or local laws regulating payment	of wages or

	In the past five years, an administrative proceed judicial action has has not been conceptorer/Bidder. If such a proceeding, action, or	ommenced against or relating to the	
	below:	!	

 Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorize County representatives for the purpose of monitoring compliance with the Living Wage Law as investigating employee complaints of noncompliance. 	5.	County representatives for the purpose	e of monitoring compliance with the Living	by authorized Wage Law and
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it 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 DAWAL MAASH MA	true, con the date $\frac{6/2}{\text{Dated}}$	errect and complete. Any statement or receive stated below.	epresentation made herein shall be accurate	and belief, it is and true as of
Name of Chief Executive Officer				
Sworn to before the this 20 20 20 Motary Public	29) [[editule greas	-	

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



NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501

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

MEMORANDUM TO:

Nassau County Comptroller's Office

FROM:

Kevin Crean, Director

SUBJECT:

Allocation of Community Development Block (CDBG) Program

Funds, HOME Investment Partnerships (HOME) Program Funds and

Emergency Solutions Grants (ESG) Program Funds

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

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





COUNTY OF NASSAU OFFICE OF COMMUNITY DEVELOPMENT

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

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

MEMORANDUM TO:

Robert Cleary, Chief Procurement Officer

FROM:

Kevin Crean, Director

RE:

Community Development Block Grant (CDBG), Community Development Block Grant Coronavirus (CDBG-CV), and the HOME Investment Partnerships (HOME) Program Delay Memo –

National Development Council

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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	Gallagher Risk Management	Serv	ices	, Inc.				FAX		
P.O. Box						Ext): 206-60		(A/C, No);		
Bellevue	WA 98009-0367				ADORE	ss: Michelle				
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					1	RA: Federal				20281
National	Development Council				INSURE	RB: Chubb Ir	idemnity inst	rance Company		12777
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	hall Street				INSURE	RD:				
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	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$ 1,000	
								MED EXP (Any one person)	\$ 10,00	
<u> </u>								PERSONAL & ADV INJURY	\$ 1,000	
	AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	
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OFFICE	OPRIETOR/PARTNER/EXECUTIVE R/MEMBER EXCLUDED?	N/A	-					E.L. EACH ACCIDENT	\$1,000	
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DÉSCR	escribe under IPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000.	000
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CERTIFIC	ATE HOLDER				CANC	ELLATION				
	Nassau CountyOffice of Ho Affairs 40 Main Street, 3rd Floor Hempsted NY 11550	using	g & 1	ntergovernmental	ACC	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.	NCELL E DEL	ED BEFORE IVERED IN

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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.

TO FERRICA DESCRIPTION DE CONTRE LE DESCRIPTION DE L'ARTIGE DE L'A



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.

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSUREDS ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED, HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS

PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS AN INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative







NIFS ID:CLHI20000007 Department: Housing and Intergovernmental

Capital:

SERVICE: CDBG-CV COVID-19 and HOME

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

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

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

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

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

Routing Slip

Department	NIFS Entry: X	17-JUL-20 TDUKES
Department	NIFS Approval: X	27-JUL-20 TDUKES
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	04-AUG-20 IQURESHI
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

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

Contract Summary

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

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

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

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

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

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve

Advisement Information

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

	RENEWAL	
%		
Increase		
%		
Decrease	<u> </u>	

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

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



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] [#] o 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 or 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 onMay 15, 2020[date]. This is renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RF (copies of the relevant pages are attached). The original contract was entered integral after an RFP was issued on February 12, 2019. One proposal was received due to the nature of the services.
procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has 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. The Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the services required through an inter-municipal agreement.
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.
VII. This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable. VIII. Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.
IX. Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.
X. Vendor will not require any sub-contractors.
In addition, if this is a contract with an individual or with an entity that has only one or two employees: \[\sigma\] a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.
Kevi J Crean Department Gead Signature

7/10/2020 Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Clerk, the Comptioner, the District Attorney, or any County t	Legislator :
YES NO X If yes, to what campaign com	nmittee?
2. VERIFICATION: This section must be signed by a princip signatory of the firm for the purpose of executing Contracts.	
The undersigned affirms and so swears that he/she has rea his/her knowledge, true and accurate.	d and understood the foregoing statements and they are, to
The undersigned further certifies and affirms that the contribution made freely and without duress, threat or any promise of a cremuneration.	
Electronically signed and certified at the date and time indicated and Thomas [JTHOMAS@NDCONLINE.ORG]	ated by:
Dated: 01/27/2020 12:14:39 PM	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.

N/A

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

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

None

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

Page 1 of 3

7. Has the lobbyist/lobbying organization or any of its corpo the New York State Election Law in (a) the period beginning (b), beginning April 1, 2018, the period beginning two years this disclosure, to the campaign committees of any of the following Nassa Clerk, the Comptroller, the District Attorney, or any County L	April 1, 2016 and e prior to the date of lowing Nassau Cou u County elected o	ending on the date of this disclosure, or this disclosure and ending on the date of unty elected officials or to the campaign
YES NO X If yes, to what campaign comm	ittee? If none, you	must so state:
I understand that copies of this form will be sent to the Nass be posted on the County's website.	au County Departm	nent of Information Technology ("IT") to
I also understand that upon termination of retainer, employment Attorney within thirty (30) days of termination.	nent or designation	I must give written notice to the County
VERIFICATION: The undersigned affirms and so swears the statements and they are, to his/her knowledge, true and acc		and understood the foregoing
The undersigned further certifies and affirms that the contrib made freely and without duress, threat or any promise of a gremuneration.	ution(s) to the campovernmental benef	paign committees listed above were it or in exchange for any benefit or
Electronically signed and certified at the date and time indication Janet Thomas [JTHOMAS@NDCONLINE.ORG]	ated by:	
Dated: 01/27/2020 12:13:24 PM	Vendor:	National Development Council
	Title:	Deputy CFO

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

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

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PRINCIPAL QUESTIONNAIRE FORM

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

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

1.	Principal Name: Date of birth: Home address:	Daniel Marsh III 04/20/1951 5 Cedar Street				
		shpee	State/Province/Territory:	MA	Zip/Postal Code:	02649
	Business Address		Battery Park Plaza, 24 Whitehall			
	Country US	v York	State/Province/Territory:	NY	Zip/Postal Code:	02649
	Telephone: (212	2) 682-1106				
	Country:		State/Province/Territory:		_ Zip/Postal Code:	
	List of other addre	sses and telephone	e numbers attached			
·	Positions held in s	ubmitting business	and starting date of each (check	all ap	olicable)	
	President Chairman of Board Chief Exec. Officer Chief Financial Off Vice President	r	Treasurer Shareholder Secretary Partner			
	Other) Do you have an ed YES NO		business submitting the question provide details.	nnaire?		
	Are there any outs	tanding loans, guar	rantees or any other form of secu	ırity or	lease or any other typ	e of
	YES NO		between you and the business suprovide details.	ubmittir	ng the questionnaire?	
		ears, have you bee	en a principal owner or officer of a stionnaire?	any bus	siness or notfor-profit	organization

Page 1 of 5

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

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

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

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

YES		NO	\ \ \ \ \	<	f yes, pro	vide an	explanation	on of the	ircumsta	nces and	correc	tive actio	n taken
			_				. =						
				-			st 5 years estigation	-		-			
type o	f inves	tigation	by ar	ny go	vernment	agency	, including				_		•
YES	les whi	NO	were X		icipal owr		icer <i>:</i> explanatio	n of the	ricumsta	nces and	correct	tive actio	n taken
120		1110			yes, pro	vide an i	capianatic	iii Oi tiiC (il Cultista	iccs and	COITEC	iive actio	ii takcii
had ar		tion imp		d as	result of	judicial	r any othe or admini explanatio	strative p	oceeding	s with re	spect to	any pro	fession
had ar	ny sano	tion imp	posed	d as	result of	judicial	or admini	strative p	oceeding	s with re	spect to	any pro	fession
had ar	ny sano	tion imp	posed	d as	result of	judicial	or admini	strative p	oceeding	s with re	spect to	any pro	fession
had ar license YES	ny sand e held?	NO	posed X	d as a	result of f yes, pro	judicial vide an e	or admini	strative p	oceeding	s with re	spect to	any pro	fession
had ar license YES	ny sand e held?	NO tax ye	x ears, l	d as a	result of f yes, pro you failed sessed ch	vide an e	or admini	of the of	ircumstal	s with re- nces and led to pa	correct y any a	any protive action	fession n taker

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	Γ
any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.	
I, Daniel Marsh III , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.	
CERTIFICATION A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indicated by: Daniel Marsh III [DMARSH@NDCONLINE.ORG]	
President & CEO	
Title	
07/07/2020 02:42:03 PM	
Date	

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

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

Date of birth: 08/15/1949 Home address: 189 Bridge Street, Apt 3B City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11201 Country: US Business Address: One Battery Park Plaza, Suite 710 City: New York State/Province/Territory: NY Zip/Postal Code: 10004 Country US Telephone: 2126821106 Other present address(es): City: New York State/Province/Territory: NY Zip/Postal Code: 10004 Country: US Telephone: 2126821106 US Telephone: 2126821106 List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President Chairman of Board Chief Exec. Officer Chief Exec. Officer Chief Financial Officer Partner Vice President (Other) Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization of the resulting the questionnaire? YES NO X If Yes, provide details.	Date of nim		de Scriven	
City: Brooklyn State/Province/Territory: NY Zip/Postal Code: 11201 Business Address: One Battery Park Plaza, Suite 710 City: New York State/Province/Territory: NY Zip/Postal Code: 10004 Country US Telephone: 2126821106 Other present address(es): City: New York State/Province/Territory: NY Zip/Postal Code: 10004 Country: US Telephone: 2126821106 List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President Treasurer 08/01/1984 Chairman of Board Shareholder Chief Exec. Officer Secretary Chief Financial Officer Partner Vice President (Other) Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organizatother than the one submitting the questionnaire?				
Business Address: One Battery Park Plaza, Suite 710 City: New York State/Province/Territory: NY Zip/Postal Code: 10004 Country US Telephone: 2126821106 Other present address(es): City: New York State/Province/Territory: NY Zip/Postal Code: 10004 Country: US Telephone: 2126821106 List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President Chairman of Board Chairman of Board Chief Exec. Officer Secretary Chief Financial Officer Vice President (Other) Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organiza other than the one submitting the questionnaire?				-1 Code: 41001
Business Address: One Battery Park Plaza, Suite 710 City: New York State/Province/Territory: NY Zip/Postal Code: 10004 Country US Telephone: 2126821106 Other present address(es): City: New York State/Province/Territory: NY Zip/Postal Code: 10004 Country: US Telephone: 2126821106 List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President Treasurer 08/01/1984 Chairman of Board Shareholder Chief Exec. Officer Secretary Chief Financial Officer Chief Financial Officer Partner Vice President (Other) Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organiza other than the one submitting the questionnaire?	•		State/Province/Territory: NY Zip/Post	al Code: 11201
City: New York	Country:	05		
Country Telephone: Vistage	Business Ad	dress:	One Battery Park Plaza, Suite 710	
Telephone: 2126821106 Other present address(es): City: New York State/Province/Territory: NY Zip/Postal Code: 10004 Country: US Telephone: 2126821106 List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President Treasurer 08/01/1984 Chairman of Board Shareholder Chief Exec. Officer Secretary Chief Financial Officer Partner Vice President (Other) Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organiza other than the one submitting the questionnaire?	City:	New York	State/Province/Territory: NY Zip/Post	al Code: 10004
Other present address(es): City: New York State/Province/Territory: NY Zip/Postal Code: 10004 Country: US Telephone: 2126821106 List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President Treasurer 08/01/1984 Chairman of Board Shareholder Chief Exec. Officer Secretary Chief Financial Officer Partner Vice President (Other) Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization of the province of		US		
City: New York State/Province/Territory: NY Zip/Postal Code: 10004 Country: US Telephone: 2126821106 List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President Treasurer 08/01/1984 Chairman of Board Shareholder Chief Exec. Officer Secretary Chief Financial Officer Partner Vice President (Other) Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?	Telephone:	212682110	6	
Country: US Telephone: 2126821106 List of other addresses and telephone numbers attached Positions held in submitting business and starting date of each (check all applicable) President Treasurer 08/01/1984 Chairman of Board Shareholder Chief Exec. Officer Secretary Chief Financial Officer Partner Vice President (Other) Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization of the none submitting the questionnaire?	Other preser	nt address(es):	
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Chief Financial Officer Vice President (Other) Do you have an equity interest in the business submitting the questionnaire? YES NO X If Yes, provide details. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organiza other than the one submitting the questionnaire?	Chief Exec.	Officer	Secretary	
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Y	/ES	NO X If Yes, provide details.
sult of	any a	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you pace, photocopy the appropriate page and attach it to the questionnaire.
ir		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section (ich you have been a principal owner or officer: Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action
		taken.
b).	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
С	> .	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
d	1.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

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

Page 2 of 5

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

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

9.

r	ES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	addition to the information provided, in the past 5 years has any business or organization listed in response Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other
	pe of investigation by any government agency, including but not limited to federal, state, and local regulatory
	gencies while you were a principal owner or officer?
Υ	S NO X If yes, provide an explanation of the circumstances and corrective action taken.
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	the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5
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ha lic	the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 and any sanction imposed as a result of judicial or administrative proceedings with respect to any professional ense held? Solution NO X If yes, provide an explanation of the circumstances and corrective action taken.
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ha lic Y	ad any sanction imposed as a result of judicial or administrative proceedings with respect to any professional ense held? Solution Indicates the circumstances and corrective action taken.
ha lic Y	nd any sanction imposed as a result of judicial or administrative proceedings with respect to any professiona ense held?

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

	Principal Na	me: Adam Er	nnis				
	Date of birth:	: 01/03/19	80				
	Home addre	ss: 658 N C	ountry Club Rd				
	City:	Brevard		State/Province/Territory:	NC	Zip/Postal Code:	28712
	Country:	US			A. Tomorous observations		
	Dusinson Ad	d== == .	24 14/6:406-51	Chroat Cuita 710			
	Business Ad		24 Whitehali	Street, Suite 710	NIX	7'-/01-10	40004
	City:	New York		State/Province/Territory:	-NY	_ Zip/Postal Code:	10004
	Country	US (242) 600 44(00				
	Telephone:	(212) 682-110	Jb				distance of the second
	Other preser	t address(es):	35 West Pro	bart Street, Suite E			_
,	City:	Brevard		State/Province/Territory:	NC	Zip/Postal Code:	28712
,	Country:	US					
	Telephone:	(828) 553-610	07				
	President Chairman of	***************************************		Treasurer Shareholder			
	Chief Exec. (***************************************		Secretary		UNIVERSE AND ADDRESS OF THE PARTY OF THE PAR	
	Chief Exec. C		1/01/2017	Partner	-		
	Vice Preside		170 1720 17	Tartici			
	(Other)						
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	YES		If Yes, provid				
	YES		If Yes, provid				
		NO X			urity or l	ease or any other ty	pe of
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	Are there any contribution r	NO X outstanding lo made in whole o	pans, guarantee or in part between If Yes, provid	e details. s or any other form of secen you and the business secendarils.	submittin	g the questionnaire?	
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	submi	tting the questionnaire.
6.		ny governmental entity awarded any contracts to a business or organization listed in Section 5 in the past swhile you were a principal owner or officer? NO X If Yes, provide details.
result	of any a	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you bace, photocopy the appropriate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 ch you have been a principal owner or officer: Been debarred by any government agency from entering into contracts with that agency? YES NO X If yes, provide an explanation of the circumstances and corrective action
		taken.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

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

Page 2 of 5

-	NO X If 'Yes', provide details for each such instance. (Provide a detailed response uestions check "Yes". If you need more space, photocopy the appropriate page and attached it to the tionnaire.)
a.	Is there any felony charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Is there any administrative charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other cr an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO X If yes, provide an explanation of the circumstances and corrective action

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

Page 3 of 5

been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
120 No. 11 year, provide an explanation of the disconnections and confecute determination.
In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

I, 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.	
any anniated entities non-responsible, and, in addition, may subject the to chininal 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.	
inducement to enter into a contract with the submitting business entry.	
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	
Traine of Submitting Submitted	
Electronically signed and certified at the date and time indicated by:	
Adam Enins [AENNIS@NDCONLINE.ORG]	
Chief Financial Officer	
Title	
07/02/2020 04:50:20 DM	
07/02/2020 01:50:29 PM Date	_
Dale	

PRINCIPAL QUESTIONNAIRE FORM

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

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

Date of birth:	me: Seth I						
Home address		Box 1407				The complete of the control of the c	
City:	Mancheste		State/Prov	ince/Territory:	V/T	Zip/Postal Code:	05255
Country:	US	er Cerner	State/F10V	incerrentiory.	V 1	_ Zip/Fosial Code.	00200
Country.							
Business Ad		24 White	ehall Street				
City:	New York		State/Prov	ince/Territory:	NY	Zip/Postal Code:	10004
Country	US						
Telephone:	212-682-1	106					
Other presen	nt address(e	s): N/A					
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List of other	addresses a	ind telephone n	numbers attache	ed			
						4. 1.1.	
Positions hel	d in submitti	ing business ar	nd starting date	of each (check	cali app	olicable)	
President				Treasurer			
Chairman of	Board			_ Shareholder			
01-1-15	Officer			Secretary	06/	01/2005	
Chief Exec. (Ollicei						
Chief Exec. (Chief Finance				Partner			
	ial Officer			Partner			
Chief Financ	ial Officer			_ Partner _			
Chief Financ Vice Preside (Other)	ial Officer nt						***************************************
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	YES	NO X If Yes, provide details.
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sult	of any	firmative answer is required below whether the sanction arose automatically, by operation of law, or as a action taken by a government agency. Provide a detailed response to all questions checked "YES". If you pace, photocopy the appropriate page and attach it to the questionnaire.
		e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section ich you have been a principal owner or officer:
	a.	Been debarred by any government agency from entering into contracts with that agency?
		YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	Ь	Door deployed in default and/or terminated for source on any contract, and/or had any contract
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
		YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
		takeri.
	C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
		YES NO X If yes, provide an explanation of the circumstances and corrective action
		taken.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on
		contract?
		YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

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initiated?

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

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

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

	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
1.	In addition to the information provided, in the past 5 years has any business or organization listed in response
	to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other
	type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
2.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
3.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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 Nam										
	Date of birth:	09/22/1947									
	Home address										
	, _	Edwardsville	State/Province/Territor	ry: <u>IL</u>	Zip/Postal Code:	62025					
	Country: _	US									
	Business Add	ress: 1 Battery	Park Plaza, Suite 710								
	, _	New York	State/Province/Territor	y: NY	Zip/Postal Code:	10004					
	Country	US									
	Telephone: _	2126821106									
	Other present	address(es):									
	City:	Edwardsville	State/Province/Territor	y: IL	Zip/Postal Code:	62025					
	Country:	US			•						
	Telephone:	6186926238									
	List of other ac	ddresses and telephone n	umbers attached								
_											
2.	Positions held	in submitting business an	id starting date of each (ch	eck all ap	plicable)						
	President		Treasurer	-							
	Chairman of B	oard 06/30/2012	Sharehold	der							
	Chief Exec. Of	fficer	Secretary								
	Chief Financia	l Officer	Partner								
	Vice President										
	(Other)										
3.	Do you have an equity interest in the business submitting the questionnaire?										
	YES	NO X If Yes, pro	ovide details.								
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type of										
	contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.										
	YES	NO X IT Yes, pro	ovide details.								
		Marie Control of the									
5.			a principal owner or officer	of any bu	siness or notfor-profi	t organization					
	other than the	one submitting the question	onnaire?	-							
	YES	NO X If Yes, pro	vide details.								

		Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the pas 3 years while you were a principal owner or officer?											
	YES	NO	X	-	provide								
sult	of any	firmative answe action taken by pace, photocop	a gover	nment a	agency. F	Provide a	a detaile	ed respo	onse to a	all questi			
		past (5) years, ch you have be					usiness	es or no	ot-for-pro	fit orgar	ization	s listed	in Section
	a.	Been debarre											
		YES taken.	NO [X If	yes, pro	vide an	explana	tion of t	the circu	mstance	es and o	correctiv	e action
		taken.											
	b.	Been declare		ult and/	or termir	nated for	cause	on any	contract	and/or	had an	y contra	cts
		cancelled for YES	cause?	X If	ves pro	vide an	explana	tion of t	he circu	mstance	es and d	correctiv	e action
		taken.	.,,		, oo, p.o	vido di	охрата				- and	301100111	- aouton
		Doon denied	the awa	d of a a	antraat s	nd/or th	0 0nnon	tunitu ta	, hid on	o contra	ot inclu	dina h	ıt nat
	C.	Been denied limited to, fail						turnty to	ווט טוט כוו	a contra	ct, iricit	iding, bi	at not
		YES	NO [X If	yes, pro	vide an	explana	tion of t	the circu	mstance	s and o	correctiv	e action
		taken.			A 1141.41.			THE STATE OF THE S					
	d.	Been suspen	ded by a	ny gove	rnment a	agency f	rom ent	ering in	to any c	ontract v	vith it; a	nd/or is	any actio
		pending that of contract?	could for	nally de	bar or o	therwise	affect s	such bu	siness's	ability to	bid or	propos	e on
		YES T	ио Г	X If	yes, pro	vide an	explana	tion of t	the circu	mstance	s and o	correctiv	e action
		taken.					•			***************************************			
		1											

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

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

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

9

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.
L				
to Que	stion 5, f investi	, been ti gation t	he subje by any g	provided, in the past 5 years has any business or organization listed in response ect of a criminal investigation and/or a civil anti-trust investigation and/or any other government agency, including but not limited to federal, state, and local regulatory rincipal owner or officer?
YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.
L				
had ar			-	or this business, or any other affiliated business listed in response to Question 5 a result of judicial or administrative proceedings with respect to any professional lf yes, provide an explanation of the circumstances and corrective action taken.
	•	•		e you failed to file any required tax returns or failed to pay any applicable federal,
	r local t			ssessed charges, including but not limited to water and sewer charges?
YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

I, Saundra Hudson , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.
I, Saundra Hudson , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.
CERTIFICATION A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES. National Development Council
Name of submitting business
Electronically signed and certified at the date and time indicated by: Saundra Hudson [SJH95@AOL.COM]
Chairman of the Board
Title
rue
01/14/2020 11:11:11 AM
Date

Business History Form

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

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

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

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

Date:	01/2	28/2020	
1)	Proposer's	r's Legal Name: National Council for Community Development	
2)	Address o	of Place of Business: 1 Battery Park Plaza, Suite 710	
	City:	New York State/Province/Territory: NY Zip/Postal Code	: 10004
	Country:	US	
3)	Mailing Ad	Address (if different): 1 Battery Park Plaza, Suite 710	
	City:	New York State/Province/Territory: NY Zip/Postal Code	: _10004
	Country:	US	
	Phone:	(212) 682-1106	
r	Does the	e business own or rent its facilities? Rent If other, please prov	de details:
4) 5) 6)	Federal I.I	Bradstreet number: 073273294 I.D. Number: 13-6532871 poser is a: Corporation (Describe)	
7)	YES X	s business share office space, staff, or equipment expenses with any other business? X NO If yes, please provide details: ee attached document	
	1 File(s) l	Uploaded: NDC Affiliates IRS EINs (002).pdf	
8)	YES X	s business control one or more other businesses? X NO If yes, please provide details: ee attached document	
·		Uploaded: NDC Affiliates IRS EINs (002).pdf	
9)		s business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other X NO If yes, please provide details:	r business?

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	Document is already attached						
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? YES NO X If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).						
11)	Has the proposer, during the past seven years, been declared bankrupt? YES NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets						
12)	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. YES NO X If yes, provide details for each such investigation, an explanation of the						
	circumstances and corrective action taken.						
3)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.						
4)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business: a) Any felony charge pending?						
	YES NO X If yes, provide details for each such investigation, an explanation of the						
	circumstances and corrective action taken.						
	b) Any misdemeanor charge pending? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.						

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	element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
15)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
	YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
16)	For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
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 Conflicts Exists
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflicts Exists
	Pour 2 2016

	b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict interest would not exist for your firm in the future.	t of
		Each employee has to complete and sign a conflict of interest form. Please see form attached.	
		1 File(s) Uploaded: Conflict of Interest Policy - NDC.pdf	
A.	expe	ide a resume or detailed description of the Proposer's professional qualifications, demonstrating exterience in your profession. Any prior similar experiences, and the results of these experiences, must be tified.	
	Have YES	e you previously uploaded the below information under in the Document Vault? NO X	
	is the	e proposer an individual? NO X Should the proposer be other than an individual, the Proposal MUST include:	
	i)	Date of formation; 05/08/1972	
	ii)	Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain. None- Company is a non-profit	
No inc	lividua	Is 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. Please see file attached	
No offi	icers a	nd directors from this company have been attached.	
		1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx	
	iv)	State of incorporation (if applicable); NY	
	v)	The number of employees in the firm;	
	vi)	Annual revenue of firm; 22593000	
	vii)	Summary of relevant accomplishments Detailed information is provided in the proposal	
	viii)	Copies of all state and local licenses and permits.	
В.	Indic 50	ate number of years in business.	
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- Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
 Detailed information is provided in the proposal
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar

services or who are qualified to evaluate the Proposer's capability to perform this work.

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

Company	Suffolk County		
Contact Person	Pat Latino		
Address	100 Veterans Memorial Highway, 10 flo	ООГ	
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 Thomas	, hereby acknowledge that a materially false statement		
willfully or fraudulently made in connection with this form ma			
any affiliated entities non-responsible, and, in addition, may	subject me to criminal charges.		
I, Janet Thomas items contained in this form; that I supplied full and complet knowledge, information and belief; that I will notify the Coun the submission of this form; and that all information supplied and belief. I understand that the County will rely on the infor enter into a contract with the submitting business entity.	ity in writing of any change in circumstances occurring after by me is true to the best of my knowledge, information		
CERTIFICATION			
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAQUESTIONNAIRE MAY RESULT IN RENDERING THE SU WITH RESPECT TO THE PRESENT BID OR FUTURE BID MAKING THE FALSE STATEMENT TO CRIMINAL CHARG	BMITTING BUSINESS ENTITY NOT RESPONSIBLE OS, AND, IN ADDITION, MAY SUBJECT THE PERSON		
Name of submitting business: National Development	Council		
Electronically signed and certified at the date and time indicated by: Janet Thomas [JTHOMAS@NDCONLINE.ORG]			
Deputy CFO			
Title			
02/03/2020 09:56:23 AM			
Data			

Appendix 2

NDC Affiliates ~ IRS EIN #s

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

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.

STATEMENT OF EMPLOYEES

Name:	
Address:	
Current Position/Title:	
not-for-profit New York co organization described in se Loyalty Policy and a Confli employees of NDC. The po- subsidiaries and affiliates in	the National Council for Community Development, Inc. ("NDC"), a reporation recognized by the Internal Revenue Service as an ection 501(c)(3) of the Internal Revenue Code, has adopted a Duty of ct of Interest Policy (collectively "Policy") applicable to all policies of the National Development Council apply to NDC and its acluding without limitation HEDC and its subsidiaries and affiliates, d, HEDC New Markets and Grow America Fund (hereinafter NDC").
investment, association or of appearance of a conflict of if exercise of my judgment in	all NDC employees have a duty of loyalty and must avoid any ther situation that results in a conflict of interest or even the interest that interferes with or may interfere with the independent NDC's best interest. I further acknowledge that I am an employee of plies to me during my tenure as an employee of NDC.
II. I hereby affirmative	y state:
a. I have received a	copy of the Policy.
b. I have read and ur	iderstand the Policy.
c. l agree to comply	with the Policy in all material respects.
	f I breach the Policy or any of the duties set forth in the Policy that I be to NDC, I will be subject to discipline, including termination of
Name (Printed)	
Employee Signature	Date

Duty of Loyalty Policy

Duty of Loyalty: The Employee Must Present Opportunities to NDC

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

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

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

Conflict of Interest Policy

A. Avoidance of Conflicts of Interest

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

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

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

B. Financial Interest

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

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

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

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

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

C. Duty to Disclose

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

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

National Development Council

List of Officers

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

Appendix 2

NDC Affiliates ~ IRS EIN #s

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

COUNTY OF NASSAU

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

Name of the Entity: National Development Council
Address: 1 Battery Park Plaza, Suite 710
City: New York State/Province/Territory: NY Zip/Postal Code: 10004
Country: US
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 X
(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.
Page 1 of 3

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

NAMES	ADDRESSES
Daniel Marsh III	5 Cedar Street
President and CEO	Mashpee, MA 06249
Gertrude Scriven Director Human Resources Treasurer – NDC Board	1064 Halsey Street Brooklyn, NY 11207
Adam Ennis	658 N Country Club Road
Chief Financial Officer	Brevard, NC 28712

Saundra Hudson	7 Pinebrook Ct.
Chairwoman – NDC Board	Edwardsville, IL 62025

Seth Bongartz	PO Box 1407
Secretary – Finance Committee	Manchester Center, VT
	05255

Appendix 2

NDC Affiliates ~ IRS EIN #s

NDC Housing & Economic Development Corporation	11-2933129
Grow America Fund Inc.	13-3641265
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. <u>Maximum Amount</u>. The Maximum Amount in the Agreement as Amended shall be increased by Two Hundred and Fifty Thousand (\$250,000.00), so that the maximum amount that the County shall pay to the Subrecipient as full consideration for all Activities provided under the Amendment shall be Five Hundred Fifty Thousand Dollars (\$550,000) (the "Amended Maximum Amount") as reflected in the Amended Exhibit A, attached hereto.
- 2. <u>Budget</u>. The budget referred to in **Exhibit A** annexed to the Original Agreement and any amendment thereafter is hereby amended by the terms of this Amendment as set forth in Amended **Exhibit A** attached hereto (the "<u>Amended Budget</u>").

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

Name:

NATIONAL DEVELOPMENT COUNCIL

		Title:	MESHOWY & CRO
		Date:	6/29/2020
		NASSA	AU COUNTY
		By:	agn In
		Name:	Eylyn Tsimis
		Title:	Deputy County Executive
			9.10.20
	PLEASE E	XECU	TE IN BLUE INK
OT ATT OF MEN WORKS			
STATE OF NEW YORK)	ak		
COUNTY OF NASSAU)			
On the 29day of	fure inth	e year 2	€ before me personally came
DAMIOI MARSIT TO	to me personall	y known	, who, being by me duly sworn, did depose and say that
he/she resides in the County	of Nassan; that he/sh	e is the	popular described herein and which executed the above
			authority of the Board of Directors of said
corporation.)	y of street
		/	Vertrule/Sur
		/ 1	NOTARY PUBLIC
STATE OF NEW YORK) (NOTARY PUBLIC, State of New York
STATE OF NEW TORK) 33.:		
COUNTY OF NASSAU)		Commission Expires November 23, 20
On the 10 day of 5.0	tunks in the year	r 202cb	efore me personally cameEviyn Tsimis_ to me
personally known, who, bei	ing by me duly sworn,	did dep	ose and say that he/she resides in the County of
			of the County of Nassau, the municipal
thereto pursuant to Section	and which executed	vertimen	re instrument; and that he/she signed his/her name
azerete parsuant to securit	bus of all county do	· CITIZED	David of Madella County.
		-	Jan March
			NOTARY PUBLIC
A STATE OF THE STA	J VIGLIUTTI		\sim
	STATE OF NEW YORK		

COMM. EXP. 08/04/2012 24/ 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:

- 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.	1. The chief executive officer of the Proposer/Bidder is:	
	Warred MADOSH TIL (Name)	
	Name) ONE BATTANY PARK PLAZA SUSIZ TID MY. MY (Address) 212-662-1106 (Telephone Number)	
	212 692 - W06 (Telephone Number)	
2.	 The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Law, and with all applicable federal, state and local laws. 	Wage
3.	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 wage benefits, labor relations, or occupational safety and health. If a violation has been assessed by Proposer/Bidder, describe below:	es or by the
4.	judicial action has has not been commenced against or relating to the	
	Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describbelow:	e

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.
true, co	y certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is prect and complete. Any statement or representation made herein shall be accurate and true as of a stated below. Signature of Chief Executive Officer
	of Chief Executive Officer
29) //	day of function 20 20 20 20 20 20 20 20 20 20 20 20 20
	GERTRUDE SCRIVEN NOTARY PUBLIC State of New York

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



NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT

1 West Street, Suite 365 Mineola, NY 11501

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

MEMORANDUM TO:

Nassau County Comptroller's Office

FROM:

Kevin Crean, Director

SUBJECT:

Allocation of Community Development Block (CDBG) Program

Funds, HOME Investment Partnerships (HOME) Program Funds and

Emergency Solutions Grants (ESG) Program Funds

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

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





COUNTY OF NASSAU OFFICE OF COMMUNITY DEVELOPMENT

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

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

MEMORANDUM TO: Robert Cleary, Chief Procurement Officer

FROM: Kevin Crean, Director

RE: Community Development Block Grant (CDBG), Community

Development Block Grant Coronavirus (CDBG-CV), and the HOME Investment Partnerships (HOME) Program Delay Memo –

National Development Council

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367 Bellevue WA 98009-0367				of such endorsement(s). CONTACT NAME: Michelle Dyck PHONE (A/C, No. Ext): 206-607-0957 (A/C, No. Ext): 206-607-0957			re-representation and market	
				E-MAIL ADDRESS: Michelle Dyck@ajg.com				
DC	chevae viit 30000 0001				The same of the sa	RDING COVERAGE		NAIC#
				NSURER A : Federal	Insurance Co	mpany		20281
INSURED			1	NSURER B : Chubb Ir	ndemnity Insu	rance Company		12777
	ational Development Council ne Battery Park Plaza, Suite 710		[i	NSURER C :				
	Whitehall Street		ī	NSURER D :				
Ve	ew York NY 10004		ı	NSURER E :				
				NSURER F:				
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SR	TYPE OF INSURANCE	NSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)			
A	X COMMERCIAL GENERAL LIABILITY		35336064	5/1/2020	5/1/2021			
				3/1/2020	3/1/2021	DAMAGE TO RENTED	\$ 1,000,0	
	CLAIMS-MADE X OCCUR			3/1/2020	3/1/2021	PREMISES (Ea occurrence)	\$ 1,000,0	000
	CLAIMS-MADE X OCCUR			3/1/2020	5/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,0	000
				3/1/2020	5/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 1,000,0 \$ 10,000 \$ 1,000,0	000
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A	GENL AGGREGATE LIMIT APPLIES PER: POLICY PRO X LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS AUTOS ONLY AUTOS Y HIRED Y NON-OWNED					DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ 1,000,0 \$ 10,000 \$ 1,000,0 \$ 2,000,0 \$ 2,000,0 \$ 1,000,0 \$ 5	000
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A	GENL AGGREGATE LIMIT APPLIES PER: POLICY PRO X LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS ONLY X HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY UMBRELLA LIAB OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE	\$ 1,000,0 \$ 10,000,0 \$ 1,000,0 \$ 2,000,0 \$ 2,000,0 \$ 5 1,000,0 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5	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 H	OLDER
---------------	-------

AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

If yes, describe under DESCRIPTION OF OPERATIONS below

(Mandatory in NH)

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

N/A

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.

X PER STATUTE

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT | \$ 1,000,000

\$ 1,000,000

\$1,000,000

AUTHORIZED REPRESENTATIVE

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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 injuty or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



CHUBB,

Liability Endorsement

(continued)

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

Conditions

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

Schedule

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

All other terms and conditions remain unchanged.

Authorized Representative





NIFS ID:CQHI20000017 Department: Housing and Intergovernmental

Capital:

SERVICE: CDBG AND HOME SERVICES

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	
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	Contact Person: Janet Thomas
NY, NY 10004	
	Phone: (212) 682-1106

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	

JPO .	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 adn HOMEProgram activities and providing CDBG and HOME eligible Services satisfactory to the County and consistent with any standards required as a condition for providing CDBG funds.

Method of Procurement: Method of Procurement:

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

Procurement History: Procurement History:

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

Description of General Provisions: Description of General Provisions:

Activities will include: Non-Profit will undertake CDBG and HOME eligible activities listed in contract.

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

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		
Fund:	GRT	
Control:	Н	
Resp:	8444/8545	
Object:	500	
Transaction:	103	
Project #:		
Detail:		

RENEWAL	
%	
Increase	
%	
Decrease	

	FUNDING SOURCE	AMOUNT
	Revenue	
	Contract:	
	County	\$ 0.00
	Federal	\$ 300,000.00
	State	\$ 0.00
ĺ	Capital	\$ 0.00
	Other	\$ 0.00
	TOTAL	\$ 300,000.00

INDEX/OBJECT CODE	AMOUNT
DE500	\$ 150,000.00
DE500	\$ 150,000.00
	\$ 0.00
	\$ 0.00
	\$ 0.00
	\$ 0.00
TOTAL	\$ 300,000.00
	DE500 DE500

D. Pursuant to General Municipal Law Section 119-0, the department is purchasing the service 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 Date, 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. Wendor 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.
Kerr J Crean Department Head Signature
Department Head Signature

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

3/19/2=20 Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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: 01/27/2020 12:14:39 PM

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 ever person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
N/A
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
No
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.
None
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby: None
NOUE

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

Page 1 of 3 Rev. 3-2016

7. Has the lobbyist/lobbying organization or any of the New York State Election Law in (a) the period be (b), beginning April 1, 2018, the period beginning two this disclosure, to the campaign committees of any committees of any candidates for any of the following Clerk, the Comptroller, the District Attorney, or any of the Comptroller, the Dis	eginning April 1, 2016 an vo years prior to the date of the following Nassau (ng Nassau County electe	d ending on the date of this disclosure, or of this disclosure and ending on the date County elected officials or to the campaign						
YES NO X If yes, to what campaig	gn committee? If none, y	ou must so state:						
I understand that copies of this form will be sent to t be posted on the County's website.	he Nassau County Depa	rtment of Information Technology ("IT") to						
I also understand that upon termination of retainer, Attorney within thirty (30) days of termination.	employment or designation	on I must give written notice to the County						
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 made freely and without duress, threat or any promi remuneration.								
Electronically signed and certified at the date and tin Janet Thomas [JTHOMAS@NDCONLINE.ORG]	me indicated by:							
Dated: 01/27/2020 12:13:24 PM	Vendor:	National Development Council						
	Title:	Deputy CFO						

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

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

Page 3 of 3 Rev. 3-2016

PHINCIPAL QUESTIONNAIRE FORM

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

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

Principal Na		iel Marsh III		And the second s		
Date of birth	-	20/1951				
Home addre	-	edar Street	- C			00010
City:	Mashpee	2	State/Pro	vince/Territory: MA	Zip/Postal Code:	02649
Country:				The state of the s		
Business Ad				a, 24 Whitehall Street		
City:	New Yor	k	State/Pro	vince/Territory: <u>NY</u>	Zip/Postal Code:	10004
Country						
Telephone:	(212) 683	2-1106				
Other prese	nt address((es):				_
City:			State/Pro	vince/Territory:	Zip/Postal Code:	
Country:						
Telephone:						
List of other	addresses	and telephone r	numbers attach	ned		
2.00		arra totopriorio				
Positions he	ld in submi	itting business a	nd starting date	e of each (check all a	pplicable)	
		_				
President		01/01/2017		Treasurer		
Chairman of						
Chief Exec.	Officer			Secretary		
Chief Financ	cial Officer			Partner		
Vice Preside	ent					
(Other)						
Do you hous	- an amultu	internat in the h	usings submit	ting the guestionnoire		
YES T	no F		usiness suomit ovide details.	ting the questionnaire	97	
120	1110	7 11 TC3, pt	Ovide details.			
				Manager of a second to a	- 1 11 1	
					or lease or any other ty ting the questionnaire	
		•	•	a trie busiliess subilifi	any the questionnaire	
YES	NO	X If Yes, pr	ovide details.			
Within the p	ast 3 years	, have you been	a principal ow	ner or officer of any b	usiness or notfor-profi	t organization
		mitting the quest		•	•	-
YES	NO [ovide details.			

An a	ffirmative a action tak	nswe	er is re	equire ernm	d bel ent a	ow w	hethe	r the	sand a de	ction taile	aros d res	e au	tomat se to a	ically all qu	, by estic	oper	ation heck	of lav	w, or as a ES". If ye
	pace, pho																		
	e past (5) y ich you ha								ousin	esse	s or	not-f	or-pro	ofit or	gani	zatio	ns lis	sted in	Section
a.	Been de YES taken.				overn	men	t ager	icy fr			-								e action
								·····											····
b.	Been de cancelle																		
	YEStaken.		NO	X	If	yes,	provid	de an	expl	anat	ion o	of the	circu	msta	inces	and	d corr	ective	action
				444									• • • • • • • • • • • • • • • • • • • •						
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C.	limited to		ure to	meet	pre-	qualif	ficatio	n stai	ndard	ds?									
	YEStaken.		NO	L X		yes,	provid	de an	expl	anat	ion o	the	cırcu	msta	nces	and	corr	ective	action
						·····													
d.	Been su pending	that o	ded by	/ any forma	gove Ily de	rnme bar o	ent age or othe	ency erwis	from e affe	ente ect s	ering uch b	into ousin	any c iess's	ontra abili	ct w	th it; bid c	and/ or pro	or is a	any actic on
	contract	?	NO	X	lf .	yes,	provid	ie an	expl	anat	ion o	f the	circu	msta	nces	and	corr	ective	action
	taken.											·							

initiated?

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

10 to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

to Que	estion 5, been the	e subject of a cr any governme	iminal investigation nt agency, includi	on and/or a civil an	ss or organization list ti-trust investigation a o federal, state, and l	ind/or any othe
YES	NO			tion of the circums	tances and corrective	action taken.
In the	nact E voors hou	ve vou or this hi	usiness, or any otl	ner affiliated busine	ess listed in response	to Question 5
had an	y sanction impos			nistrative proceedi	ngs with respect to ar	ny professional
	y sanction impos	sed as a result o	of judicial or admi			

I, Daniel Marsh III	j , hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form ma	ay 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 complet	
knowledge, information and belief; that I will notify the Cour	
after the submission of this form; and that all information su	
information and belief. I understand that the County will rely	
inducement to enter into a contract with the submitting busing	
ŭ	•
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRA	AUDULENTLY MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SU	7
WITH RESPECT TO THE PRESENT BID OR FUTURE BID	
MAKING THE FALSE STATEMENT TO CRIMINAL CHARC	
National Development Council	
Name of submitting business	
The state of the s	
Electronically signed and certified at the date and time indic	cated by:
Daniel Marsh III [DMARSH@NDCONLINE.ORG]	
Barrier Maistr III [BM//I/Correg/ABOOMERIAE.Or/Co]	
President	
Title	
THE	
09/24/2019 12:05:46 PM	
Date	
E 414	

PRINCIPAL QUESTIONNAIRE FORM

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

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

1.	Principal Name									
	Date of birth:	08/15/194								
	Home address	ss: 1064 Halsey Street Brooklyn		State/Province/Territory: I		NIV	NY Zip/Postal Code: 11207			
	City:! Country:	БГООКІУП		_ State/P10VII	ice/remiory.	NY	Zip/Postai Code;	11207		
	Business Addr	ess:	One Batter	y Park Plaza,	Suite 710					
	City: I	New York		_ State/Provi	nce/Territory:	NY	Zip/Postal Code:	10004		
	Telephone: ((212) 682-110	6							
	Other present	address(es):	The state of the s					_		
	City: Country:			State/Province/Territory: Zip/Postal Code:						
	Telephone: _				· · · · · · · · · · · · · · · · · · ·					
	List of other ad	dresses and to	elephone nun	nbers attache	d					
2.	Positions held	in submitting b	ousiness and	starting date	of each (check	all appl	icable)			
	President				Treasurer	08/0	1/1984			
	Chairman of Bo Chief Exec. Off				Shareholder					
	Chief Financial				Secretary Partner					
	Vice President				1 artifici					
	(Other)									
3.	Do you have an equity interest in the business submitting the questionnaire?									
	YES	NO X	If Yes, provi	de details.		Title				
4.							ase or any other typ	e of		
		NO X	If Yes, provid	•	ie business st	າການແນເຂົ	ine questionnaire?			
	123	NO A	ii res, provid	de details.			4			
				, , , , , , , , , , , , , , , , , , ,	Market and the second s		40.70			
_										
5.	Within the past other than the c				r or officer of a	any busi	ness or notfor-profit	organization		
		NO X	If Yes, provid							

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

years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever

initiated?

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

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

to Questio type of inv	n 5, been the estigation by	e subject of a criminal in	past 5 years has any business or organi nvestigation and/or a civil anti-trust inve- cy, including but not limited to federal, so officer?	stigation and/or any
YES	NO [n explanation of the circumstances and	I corrective action ta
In the nast	t 5 years ha	ve you or this business	or any other affiliated business listed in	a response to Ques
had any sa licens <u>e he</u>	anction impo	sed as a result of judici	or any other affiliated business listed in all or administrative proceedings with respectances and	spect to any profess
had any sa	anction impo	sed as a result of judici		spect to any profess

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.
any anniated entities from responsible, and, in addition, may easyest me to entitle entities.
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
09/17/2019 11:21:22 AM
Date

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

Date of birth: Home address City: Country:	01/03/19	222					
City:	S' 658 COL	980					
	J. 050 COL	untry Club Rd					
Country:	Brevard		State/Provin	ce/Territory:	NC	Zip/Postal Code:	28712
			·				
Business Add	ress:	24 Whitehall	Street, Suite	710			
City:	New York		State/Provin	ce/Territory:	NY	Zip/Postal Code:	10004
Country							
Telephone: _	(212) 682-11	06					
Other present	address(es):	35 West Prol	oart Street, S	Suite E			
City:	Brevard		State/Provin	ce/Territory:	NC	Zip/Postal Code:	28712
Country:			A				
Telephone:	(828) 553-61	07	** and ***				
President Chairman of B Chief Exec. O Chief Financia	fficer	01/01/2017		Treasurer Shareholder Secretary Partner	*		
Vice Presiden (Other)							
Do you have a	n equity inter	rest in the busine If Yes, provide		g the question	nnaire?		
Are there any contribution m	outstanding loade in whole	oans, guarantees or in part betwee	or any othe	r form of secu	urity or le	ease or any other typ g the guestionnaire?	pe of
Are there any contribution m	outstanding loade in whole	oans, guarantees or in part betwee	n you and th	r form of secu ie business s	urity or le ubmittin	ease or any other typg g the questionnaire?	pe of

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

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

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

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

Page 3 of 5

	been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
11.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
12.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
13.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

I, Adam Ennis	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form made	
any affiliated entities non-responsible, and, in addition, may	subject me to criminal charges.
I, Adam Ennis items contained in this form; that I supplied full and complet knowledge, information and belief; that I will notify the Cour after the submission of this form; and that all information su information and belief. I understand that the County will rely inducement to enter into a contract with the submitting business.	ty in writing of any change in circumstances occurring pplied by me is true to the best of my knowledge, on the information supplied in this form as additional
CERTIFICATION A MATERIALLY FALSE STATEMENT WILLFULLY OR FRACUESTIONNAIRE MAY RESULT IN RENDERING THE SUMITH RESPECT TO THE PRESENT BID OR FUTURE BIE MAKING THE FALSE STATEMENT TO CRIMINAL CHARGO	IBMITTING BUSINESS ENTITY NOT RESPONSIBLE DS, AND, IN ADDITION, MAY SUBJECT THE PERSON
National Council for Community Development dba National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indic Adam Ennis [AENNIS@NDCONLINE.ORG]	ated by:
Chief Financial Officer	
Title	
09/17/2019 11:06:02 AM Date	

PRINCIPAL QUESTIONNAIRE FORM

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

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

Date of birth:		dra J Hudson					
Home addres		brook Ct					
City:	Edwardsvil	lle	State/Provi	nce/Territory:	IL	_ Zip/Postal Code:	6202
Country:	US						
Business Ado	dress:	1 Battery	Park Plaza, Su				
City:	New York		State/Provi	nce/Territory:	NY	Zip/Postal Code:	1000
Country	US					·	
Telephone:	212682110)6					
Other present	t address(es	s):					
City:	Edwardsvil		State/Provi	nce/Territory:	IL	Zip/Postal Code:	6202
Country:	US			7.32		_ ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '	
Telephone:	618692623	18					
Object	.re:	06/30/2012		Shareholder	-		
Chief Exec. O Chief Financia Vice Presiden (Other)	al Officer			Secretary Partner	**************************************		
Chief Financia Vice Presiden (Other)	al Officer it an equity int	erest in the bus		Secretary Partner	-		
Chief Financia Vice Presiden (Other)	al Officer t	erest in the bus	siness submittir vide details.	Secretary Partner	-		
Chief Financia Vice Presiden (Other) Do you have a YES Are there any contribution m	an equity int NO X outstanding	erest in the bus	vide details. tees or any otheween you and t	Secretary Partner ing the question er form of secu	nnaire?	ease or any other ty g the questionnaire	
Chief Financia Vice Presiden (Other) Do you have a YES Are there any contribution m YES	an equity int NO X outstanding ade in whole NO X	erest in the bus If Yes, provi	tees or any otheween you and t	Secretary Partner Ing the question er form of secute business secutes.	nnaire? urity or le		?
Chief Financia Vice Presiden (Other) Do you have a YES Are there any contribution m YES Within the pas	an equity int NO X outstanding ade in whole NO X	erest in the bus If Yes, province or in part beto If Yes, province you been a ting the question	tees or any otheween you and to	Secretary Partner Ing the question er form of secute business secutes.	nnaire? urity or le	g the questionnaire	?

YES	NO	X	rincipal owner or officer? If Yes, provide details.
of any	action taken t	y a gov	quired below whether the sanction arose automatically, by operation of law, or as a ternment agency. Provide a detailed response to all questions checked "YES". If you appropriate page and attach it to the questionnaire.
			you and/or any affiliated businesses or not-for-profit organizations listed in Section or incipal owner or officer:
a.	*	•	nny government agency from entering into contracts with that agency? X If yes, provide an explanation of the circumstances and corrective action
	1, 10		
b.	Been declar cancelled for YES taken.		efault and/or terminated for cause on any contract, and/or had any contracts? X If yes, provide an explanation of the circumstances and corrective action
c.			vard of a contract and/or the opportunity to bid on a contract, including, but not meet pre-qualification standards? X If yes, provide an explanation of the circumstances and corrective action
d.			any government agency from entering into any contract with it; and/or is any action and the formally debar or otherwise affect such business's ability to bid or propose on the circumstances and corrective action

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

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

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

to Que	estion 5, bee	n the s	ubject	rovided, in the past 5 years has any business or organization listed in respo t of a criminal investigation and/or a civil anti-trust investigation and/or any vernment agency, including but not limited to federal, state, and local regul
				cipal owner or officer?
YES	NO			f yes, provide an explanation of the circumstances and corrective action tal
had a				or this business, or any other affiliated business listed in response to Questi a result of judicial or administrative proceedings with respect to any professi

I. Saundra Hudson , hereby acknowledge that a	a materially false statement
willfully or fraudulently made in connection with this form may result in rendering the sub	
any affiliated entities non-responsible, and, in addition, may subject me to criminal charg	
I. Saundra Hudson , hereby certify that I have re	
items contained in this form; that I supplied full and complete answers to each item there knowledge, information and belief; that I will notify the County in writing of any change in	
after the submission of this form; and that all information supplied by me is true to the be	
information and belief. I understand that the County will rely on the information supplied in	
inducement to enter into a contract with the submitting business entity.	
CERTIFICATION	ANICOTION MUTILITATIO
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN COLUMN QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTI	
WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY	
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.	
National Development Council	
Name of submitting business	
Electronically signed and contified at the date and time indigated by:	
Electronically signed and certified at the date and time indicated by: Saundra Hudson [SJH95@AOL.COM]	
Saulidia Hudson (SSHES)@AOL.COMJ	
Chairman of the Board	
Title	
01/14/2020 11:11:11 AM	
Date	

PRINCIPAL QUESTIONNAIRE FORM

Page 1 of 5

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

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

Principal Na Date of birth	: 09	th Bong /23/195	4					
Home addre	201	D. Box 1						
City:	Manche	ester Ce	nter	State/Pro	vince/Territory:	VT	_ Zip/Postal Code:	05255
Country:	US							
Business Ad	ldress:		24 White	ehall Street				
City:	New Yo	ork		State/Pro	vince/Territory:	NY	Zip/Postal Code:	10004
Country	US				-			
Telephone:	212-68	2-1106						
Other preser	nt addres	s(es):	N/A					
City:				State/Pro	vince/Territory:		Zip/Postal Code:	
Country:								
Telephone:								
	ld in subr	nitting b	usiness a	nd starting dat	e of each (check a	all app	olicable)	
President					Treasurer			
Chairman of					Shareholder	00/	04/0005	
Chief Exec.					Secretary	06/	01/2005	
Chief Finance Vice Preside		ſ			Partner			
	mt	****			and the same			
(Other)								
					tting the questionn	aire?		
YES	NO	X	If Yes, pr	ovide details.				
contribution	made in v	vhole or	in part be	etween you an			lease or any other typing the questionnaire?	
YES	NO	Χ	If Yes, pr	rovide details.				
	ant 2 was	e have	vou been	a principal ow	mer or officer of ar	av hus	siness or notfor-profit	organiz
other than th	ne one su	bmitting	the quest	tionnaire?	mer or officer or ar	iy buc	mess of notion prom	organiz
			the quest		mer or officer or ar			

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

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

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

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

	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
11.	In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
12.	In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
	YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
13.	For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal,
	state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

	hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may	
any affiliated entities non-responsible, and, in addition, may s	ubject me to criminal charges.
items contained in this form; that I supplied full and complete 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 supprinformation and belief. I understand that the County will rely of inducement to enter into a contract with the submitting business.	n the information supplied in this form as additional
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAU	
QUESTIONNAIRE MAY RESULT IN RENDERING THE SUB	
WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS MAKING THE FALSE STATEMENT TO CRIMINAL CHARGE	
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGE	3.
National Development Council	
Name of submitting business	
Electronically signed and certified at the date and time indicate	ed by:
Seth Bongartz [SETHBONGARTZ2@GMAIL.COM]	
Board Member	
Title	
01/17/2020 09:51:11 AM	
Date	

Business History Form

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

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

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

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

Date:	01/28	8/2020					
1)	Proposer's	s Legal Name:	National Council for Comr	munity Develo	opment		
2)	Address of	f Place of Business	: 1 Battery Park Plaza	a, Suite 710	24 (whitehall 51	*
	City:	New York	State/Province	ce/Territory:	NY	Zip/Postal Code:	10004
	Country:	US			-		
3)	Mailing Ad	dress (if different):	1 Battery Park Plaza, Su	ite 710			
	City:	New York	State/Province	e/Territory: _	NY	Zip/Postal Code:	10004
	Country:	US					
	Phone:	(212) 682-1106					-
	Does the b	ousiness own or rer	nt its facilities? Rent			If other, please provide	e details:
4) 5)		radstreet number:	22074				
6)	The propos	ser is a: Corpora	tion	(Describe)	44,	A STATE OF THE STA	4
7)	Does this b		ce space, staff, or equipme			other business?	
	Please see	attached docume	nt				
	1 File(s) U	ploaded: NDC Affil	iates IRS EINs (002).pdf				
8)	YES X	NO If	e or more other businesse es, please provide details:	s?			
	Please see	attached docume	nt				
	1 File(s) U	ploaded: NDC Affil	iates IRS EINs (002).pdf				
9)	Does this b		or more affiliates, and/or is es, please provide details:	it a subsidiar	y of, or o	controlled by, any other b	ousiness?

Page 1 of 6

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	Document is already attached
	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? YES NO X If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
[Has the proposer, during the past seven years, been declared bankrupt? YES NO X If yes, state date, court jurisdiction, amount of liabilities and amount of assets
	In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated 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 o local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
[In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business: a) Any felony charge pending? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
_	b) Any misdemeanor charge pending? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

	c) In the past 10 years, you been convicted, after trial or by plea, or any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
15)	In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
16)	For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES NO X If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
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 Conflicts Exists
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflicts Exists
_	Doy 2 2016

Each employee has to complete and sign a conflict of interest form. Please see form attached. 1 File(s) Uploaded: Conflict of Interest Policy - NDC.pdf 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 X Should the proposer be other than an individual, the Proposal MUST include: i) Date of formation: 05/08/1972 ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain. 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. Please see file attached No officers and directors from this company have been attached. 1 File(s) Uploaded: National Development Council List of Officers 2019 a.docx iv) State of incorporation (if applicable): NY 75 vi) Annual revenue of firm; 22593000 vii) Summary of relevant accomplishments Detailed information is provided in the proposal		b)	Please describe any procedures your firm has, or would adopt, to assure the County to interest would not exist for your firm in the future.	nat a conflict of
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B. Indicate number of years in business. 50		vii)		
50		viii)	Copies of all state and local licenses and permits.	
	В.		cate number of years in business.	
	Page		3	Rev. 3-2016

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

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

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

Company	Suffolk County		
Contact Person	Pat Latino		
Address	100 Veterans Memorial Highway, 10 flo	or	
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 Thomas	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form ma	
any affiliated entities non-responsible, and, in addition, may	subject me to criminal charges.
I, Janet Thomas	, hereby certify that I have read and understand all the
items contained in this form; that I supplied full and complet	
knowledge, information and belief; that I will notify the Count the submission of this form; and that all information supplied	
and belief. I understand that the County will rely on the infor	
enter into a contract with the submitting business entity.	
CERTIFICATION	
CERTIFICATION	
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRA	
QUESTIONNAIRE MAY RESULT IN RENDERING THE SU	
WITH RESPECT TO THE PRESENT BID OR FUTURE BID MAKING THE FALSE STATEMENT TO CRIMINAL CHARGE	
WINNING THE FALGE OF ATEMENT TO ORDININAL OFFICE	720.
Name of submitting business: National Development	Council
Electronically signed and certified at the date and time indic	ated by:
Janet Thomas [JTHOMAS@NDCONLINE.ORG]	ated by.
Deputy CFO	
Title	
02/03/2020 09:56:23 AM	
Date	

National Development Council

List of Officers

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

NDC AND ITS' AFFILIATES

EIN NUMBERS

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

Grow America Fund

• NDC New Markets Inc. 38-364 6931

• NDC Housing and Economic Development Corporation

11-293 3129

13-364 1265

• 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.



Jamie Blosser

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Seth Bongartz
Executive Director
Hildene, The Lincoln Family Home
P.O. Box 377
1005 Hildene Road (Fed Ex use)
Manchester, VT 05254
Tel: (802) 362-3996
Cell: (802) 598-3477
seth@hildene.org

Noland Mackenzie Canter Cell: (703) 343-6424 maccanter@aol.com

Patrick Duggan Tel: (516) 724-2099 Cell: (216) 736-3834 dugganp@ucc.org

John Downs 4304 Galax Drive Raleigh, NC 27612 Tel: (919) 783-0108 Cell: (919) 633-0101 jwdowns@gmail.com

Tomasita Duran
Ohkay Owingen Housing Authority
P.O. Box 1059
Ohkay Owingen, NM 87566
Tel: (505) 850-0189
Cell: (505) 927-7726
tomasita.duran@ohkay.org



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

Gary Perlow
President
Nikki Perlow Foundation
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



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: (2120 682-1106

Cell: (828) 553-6107 aennis@ndconline.org

COUNTY OF NASSAU

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

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, ent "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any clier 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 X
(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 Page 1 of 3

None
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, Ne 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, t 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

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



Jamie Blosser

Tel: (505) 424-5050 Cell: (505) 660-5890 jblosser@sfai.org

Seth Bongartz
Executive Director
Hildene, The Lincoln Family Home
P.O. Box 377
1005 Hildene Road (Fed Ex use)
Manchester, VT 05254
Tel: (802) 362-3996
Cell: (802) 598-3477
seth@hildene.org

Noland Mackenzie Canter Cell: (703) 343-6424 maccanter@aol.com

Patrick Duggan Tel: (516) 724-2099 Cell: (216) 736-3834 dugganp@ucc.org

John Downs 4304 Galax Drive Raleigh, NC 27612 Tel: (919) 783-0108 Cell: (919) 633-0101 jwdowns@gmail.com

Tomasita Duran
Ohkay Owingen Housing Authority
P.O. Box 1059
Ohkay Owingen, NM 87566
Tel: (505) 850-0189
Cell: (505) 927-7726
tomasita.duran@ohkay.org



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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

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President & CEO
National Development Council
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COMMUNITY DEVELOPMENT BLOCK GRANT and HOME INVESTMENT PARTNERSHIPS AGREEMENT BETWEEN THE COUNTY OF NASSAU

AND

NATIONAL DEVELOPMENT COUNCIL

WITNESSETH:

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

WHEREAS, the County wishes to engage the Contractor to assist the County in utilizing such CDBG and HOME funds for activities eligible under the CDBG and HOME Programs; and

WHEREAS, said CDBG and HOME Programs are fully reimbursed by the Federal Government through the U.S. Department of Housing and Urban Development; and

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

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

- 1. <u>Term.</u> This Agreement shall commence on April 1, 2019 and terminate on March 31, 2022 or upon completion of the Activities, whichever is later. At the County's discretion, the terms for this Agreement may be extended twice, each time for an additional three (3)-year period.
 - 2. Scope of Activities; Budget

- (a) <u>Activities</u>. The Contractor shall provide and administer the CDBG and HOME activities, as hereinafter described in accordance with the Title 24 CFR Subchapter C and with the provisions of this Agreement (hereinafter "Activities").
- (i) Such Activities shall include those activities included in the CDBG and HOME funds budget attached to this Agreement as **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) <u>Budget</u>. The Contractor has submitted for approval to OCD a detailed CDBG and HOME funds budget, which, in its approved form, is attached hereto as **Exhibit A** (hereinafter "Budget"). The County and the Contractor may mutually agree to revise said budget from time to time in accordance with existing County and/or HUD policies. The County will pay to Contractor CDBG and HOME funds consistent with Contractor's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Contractor will be made for eligible expenses actually incurred and shall not exceed actual cash requirements. Payments shall be adjusted by the County in accordance with the advance of CDBG and HOME funds and CDBG and HOME Program income balances available in Contractor accounts.

3. <u>Performance Monitoring</u>

- (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. <u>Procurement and Subcontracts</u>:

(a) The Contractor shall comply with its procurement procedures which reflect applicable State and local laws, rules and regulations provided that the procurements conform to all applicable Federal law and the standards contained in 24 CFR 85.36 and 24 CFR 84. These

standards include, without limitation, maintaining (i) a contract administration system; (ii) a written code of conduct governing the performance of employees engaged in the award and administration of contracts, which code shall include conflicts of interest provisions; (iii) a procedure for certification of a contractor or subcontractors eligibility (24 CFR 85.35); and (iv) a system to ensure compliance with affirmative action laws and regulations.

- (b) Upon request of the County, the Contractor shall make available for review technical specifications and procurement documents on proposed procurements, including but not limited to, invitations for bids, requests for proposals, cost estimates, and bonding requirements. The County shall use best efforts to make such requests prior to the commencement of the procurement solicitation.
- (c) The Contractor shall ensure that all of its contracts with providers contain **Exhibit D** and language which reflects the requirements listed in 24 CFR section 85.36(i).
- (d) The Contractor shall procure materials in accordance with the requirements of 24 CFR 570.502.
- (e) The Contractor shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with CDBG funds provided herein. Upon termination of this Agreement, all program assets, including property, equipment and program income resulting from the sale thereof, shall be disposed of in accordance with 24 CFR 84.32-.35 and 24 CFR 570.504 and 24 CFR 84.34 and 24 CFR 570.504.
 - (f) The provisions of this section shall survive the termination of this Agreement.

5. Payment.

- (a) Amount of Grant. The amount to be paid to the Contractor for the provision and administration of Activities under this Agreement shall be the total budget amount included in the CDBG funds budget attached to this contract as **Exhibit A**, payable as follows: Advance payments as provided in Section 2(b) and drawdowns for the payment of eligible expenses shall be made upon standard Nassau County claim vouchers certified by the Contractor, reviewed and approved by OCD for eligibility under the CDBG and HOME Programs and for compliance with the terms of this Agreement.
- (b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor as either an advancement or a reimbursement and shall be expressly contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Activities performed and the payment requested as reimbursement for such Activities, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the OCD and/or the County Comptroller or his or her duly designated representative (the "Comptroller"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements. Payments

may be contingent upon certification of the Contractor's financial management system in accordance with the standards specified in 24 CFR Part 85.

- (c) <u>Timing of Payment Claims</u>. The Contractor shall use its best effort to submit payment claims no later than three (3) months following the provision of the Activities that are the subject of the claim and no more frequently than once a month.
- (d) Reimbursement by the Contractor Upon Loss of Funding. In accordance with the relevant regulations under Title 24 CFR and in addition to any other remedies available to the County, in the event that the County loses funding from the Federal Government for any Activities arising out of or in connection with any act or omission of the Contractor or a Contractor Agent, the Contractor shall pay the County, on demand, or the County shall debit the Contractor's account for the full amount of lost funds along with penalties or fines, if any, assessed by the Federal Government.
- (e) <u>No Duplication of Payments</u>. Payments for the Activities to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under any other agreements made between the Contractor and any funding source including the County.
- (f) Payments in Connection with Termination or Notice of Termination. Unless provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- 6. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor or subcontractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 7. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

8. Compliance with Law.

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

enacted, or adopted.

- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access.</u> The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- (d) <u>Prohibition of Gifts</u>. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
- (e) <u>Disclosure of Conflicts of Interest</u>. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have

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

- (f) <u>Vendor Code of Ethics</u>. By executing this Agreement, the Contractor hereby certifies and covenants that:
 - (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

- 10. <u>Minimum Service Standards.</u> Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

12. <u>Indemnification; Defense; Cooperation</u>.

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

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

- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Insurance.</u> (a) <u>Types and Amounts.</u> The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1.000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. The Contractor shall at all times comply with the bonding and insurance requirements of 2 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- (b) In the event that the Contractor is self-insured, the Contractor shall, upon execution of this Agreement, provide written notice of same to the County.
- (c) Acceptability: Deductibles: Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (d) <u>Contractors and Subcontractors</u>. The Contractor shall, where circumstances are such that said insurance is reasonable and necessary, require any contractor or subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required under subparagraph (a) and shall ensure that such contractors and subcontractors comply with the requirements of this Section.

- (e) <u>Delivery: Coverage Change: No Inconsistent Action.</u> Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 13. Assignment: Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party hereunder to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 14. The Contractor shall ensure recognition of the role of the grant or agency in providing Activities through this Agreement.
- 15. <u>Termination.</u> (a) <u>Generally</u>. This Agreement may be terminated (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 "<u>Cause</u>" includes: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) 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 (<u>iii</u>) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

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

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

16. Accounting Procedures; Records.

- (a) The Contractor shall comply with 24 CFR Part 85 and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred; and agrees to comply with the compliance requirements applicable to the Federal program including the audit requirements of 2 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- (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, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement. (b) The Contractor shall maintain all financial and programmatic records required by the Federal regulations specified in 24 CFR Part 570, including relevant provisions contained in 24 CFR Part 85, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - i. Records providing a full description of each activity undertaken;
- 2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
 - 3. Records required to determine the eligibility of activities;
- 4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG or HOME assistance;
- 5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - 6. Financial records as required by 24 CFR Parts 570.502 and 85; and
 - 7. Other records necessary to document compliance with 24 CFR 570.

Such Records shall at all reasonable times be available for audit and inspection by the County Comptroller or his or her duly designated representative, the OCD, any other governmental authority with jurisdiction over the performance of Activities and the provision of Services hereunder and/or the payment therefore, and any of their duly designated representatives.

The Contractor shall require each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

- (c) <u>Client Data</u>. The Contractor shall maintain client data demonstrating client eligibility for Activities and Services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the OCD for monitoring and auditing purposes.
- (d) <u>Property Records</u>. The Contractor shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria.
- (e) <u>Close-Outs</u>. Contractor obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but not be limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.
- (f) <u>National Objectives</u>. The Contractor warrants, covenants and agrees to maintain documentation that demonstrates that the activities carried out by it with CDBG funds provided under this Agreement meet one or more of the CDBG program's National Objectives, that is: 1) benefit low and moderate income persons; 2) aid in the prevention or elimination of slums or blight; and 3) meet community development needs having a particular urgency; as defined in 24 CFR Part 570.208.
- (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. <u>Limitations on Actions and Special Proceedings Against the County; Notice.</u> No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an

adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

- (b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 21. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 22. <u>Consent to Jurisdiction and Venue; Governing Law.</u> Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Federal Court in Islip, New York or the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State or the Code of Federal Regulations, whichever is applicable, without regard to the conflict of laws provisions thereof.
- 23. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the OCD, to the attention of the Director at the address specified above for the OCD, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the OCD) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice given to the other parties.

24. All Legal Provisions Deemed Included: Severability: Supremacy.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the

application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (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. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 26. 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) <u>Availability of Funds</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

NATIĆ	DNAL DEVELOPMENT COUNCIL	
3y:\		******
Name: Γitle:	Daniel Marsh III President	** ***
Datas	March 17, 2020	

NASSAU COUNTY

By: E.J.J.
Name: EULY R. TSIMIS
Title: DCE + Euron Der.

Date: 5.20.20

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK) COUNTY OF NASSAU) On the day of ____ March in the year 20 d0 before me personally came to me personally known, who, being by me duly swom, did depose and say Daniel March II to me personally known, who, being by me duly sworn, did depose and sa that he/she resides in the County of New York: that he/she is the 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 LINDA TSOI NOTARY PUBLIC STATE OF NEW YORK NO 6182396 QUALIFIED IN QUEENS COUNTY STATE OF NEW YORK COMMISSION EXPIRES \$25-20 A) SS.: COUNTY OF NASSAU On the 20 day of May in the year 2020 before me personally came

Evlyo R 15000 5 to me personally known, who, being by me duly sworn, did depose and say that he/she resides in the County of Nassau; that he/she is the Douty County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

TANYAL CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 20.

Exhibit A

Budget and Scope of Services

BUDGET......\$300,000.00

SCOPE OF SERVICES

- 1. Assistance to the County in the design, implementation and monitoring of the financial elements of capital improvement plans and physical development of such projects as may be referred to Contractor by OCD or Nassau County. These services will include an overall evaluation of all funding sources presently available to the County, including internally generated funds, debt financing, leasing, federal or state grants, federal or state tax credit programs, private sources and various combinations of all those sources.
- 2. Review and evaluate projects being considered by OCD and/or Nassau County for economic and housing development assistance. Services may include:
 - a. Evaluating sponsor/developer experience and capacity
 - b. Financial review and structuring of deals
 - e. 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. <u>General Compliance</u>. The Contractor, Developer or Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that:
- 1. The Contractor, Developer or Contractor does not assume the environmental responsibilities of Nassau County as Lead Agency Recipient described in 24 CFR 570.604 (National Environmental Review Act "NEPA" Review), and
- 2. The Contractor, Developer or Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 3. The Contractor, Developer or Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.
- 4. The Contractor, Developer or Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. <u>Subcontract Requirements</u>. In the event that the Contractor, Developer or Contractor subcontracts to another subcontractor or organization, the Contractor, Developer or Contractor must prepare and enter into a written subcontract. The Contractor, Developer or Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Contractor, Developer or Contractor will be responsible for monitoring the subcontractor or subgrantee for performance.

C. General Conduct

- 1. <u>Hatch Act</u>. The Contractor, Developer or Contractor shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- 2. <u>Prohibited Activity</u>. The Contractor, Developer or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- 3. <u>Conflict of Interest.</u> The Contractor, Developer or Contractor shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
- a. The Contractor, Developer or Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the Contractor, Developer or Contractor shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Contractor, or any designated public agency.

4. <u>Lobbying</u>. The Contractor, Developer or Contractor hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly:
- d. It will execute and comply with the Lobbying Certification obligation as follows:

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. <u>Copyright</u>. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. <u>Religious Activities</u>. The Contractor or Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

II. ENVIRONMENTAL CONDITIONS

- A. <u>General Environmental Compliance.</u> The Contractor, Developer or Contractor shall comply with the following requirements insofar as they apply to the performance of this Agreement:
 - Clean Air Act, 42 U.S.C. §§ 7401, et seq.;
 - Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 - National Environmental Policy Act of 1969.
 - HUD Environmental, Review Procedures (24 CFR Part 58). Depending on the project, categorical exclusions set forth at 24 CFR 58.35 may apply to certain CDBG activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required.
 - B. <u>National Environmental Policy Act Review</u>. The National Environmental Policy Act of 1969 (42 USC Section 4321, et seq.) establishes national policies, goals and procedures for protecting, restoring, and enhancing environmental quality.

HUD requires NEPA environmental reviews to be conducted before proceeding with actions that may affect the environment. In addition to NEPA regulations, the Contractor or Contractor must comply with other applicable federal and state environmental and historic regulations governing activities funded with CDBG monies.

- 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. <u>Davis Bacon Threshold</u>: The Contractor, Developer or Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor, Developer or Contractor of its obligation, if any, to require payment of the higher wage.
- 4. <u>Inclusion in Contracts</u>: The Contractor, Developer or Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

This includes:

- Attaching and making part of each tier of bid solicitations and construction contracts:
 - o Federal Labor Standards Wage Determination: NY080013
 - o Federal Labor Standards Provision: (HUD 4010)
 - Although New York State prevailing wages may also be applicable in a project with a mix of funding, the Federal Wage Determination must also be included in the bid/contract documents when Federal funds are used on a project.
- The following must be posted at the project site:
 - o Project Wage Sheet: HUD Form 4720 or the entire wage decision.
 - Notice to All Employees Poster: Form WH1321 located at http://www.dol.gov/esa/whd/regs/compliance/posters/fedprojc.pdf
- If a work classification is not included in the wage decision (HUD 4230a) it should be provided to the County to be submitted to HUD OLR.
- Project files must include copies of Notices for Bids and Copies of Notices of Contract Awards.
- If applicable, Developer's/Contractor's/Contractor's /Subcontractors' Certified (signed) weekly payrolls must be reviewed and checked for compliance with wage determinations in accordance with HUD procedures. With the submission of the first payroll, the Contractor or contractor must submit the following form: HUD 5282.
- Employee interviews must be conducted and recorded on HUD Form 11 and onsite complaints recorded on HUD Form 4731. OCD will notify HUD Office of Labor Relations of any underpayments or Davis Bacon and related Acts violations.
- Apprentices and trainees must be registered in State Apprenticeship Council approved programs and certification must be included with the payroll submission.
- 5. <u>Nassau County OCD Review</u>: Contractor, Developer or Contractor should submit to OCD copies of all bid documents prior to solicitation for review. In addition, question related to Davis Bacon compliance and applicability should be directed to assigned OCD staff for review with HUD Office of Labor Relations Staff.
- 6. Contractor, Developer or Contractor must complete and submit the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710) to OCD to compile and send to HUD Office of Labor Relations.
 - C. <u>Providing Economic Opportunities under Section 3 of the Housing and Urban Development Act of 1968 as Amended.</u>
- 1. <u>General</u>. Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, (hereinafter "Section 3") requires that when HUD financial assistance to housing and community development programs results in the generation of economic opportunities in a community, such opportunities should be directed toward low and very-low income persons.

Providing Economic Opportunities through Hiring Low and Very Low Income Persons. The Contractor, Developer or Contractor shall further ensure that new job opportunities for training and employment arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- (at or below 80% of HUD Area Median Income) and very low-income persons (at or below 50% of HUD Area Median Income) residing within the Nassau County Consortium. Where feasible, priority in hiring for new jobs should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

<u>Providing Economic Opportunities through Contracting with Section 3 Certified Businesses:</u> When feasible, contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects should first be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing within the Nassau County Consortium and to low- and very low-income participants in other HUD programs. A Section 3 business concern must be approved first through application to OCD.

- 2. <u>Section 3 Threshold</u>: The work to be performed under this Agreement is assisted under a program providing direct Federal financial assistance from HUD and, as such is subject to the requirements of Section 3 requires that to the greatest extent feasible opportunities for training and employment shall be given to low and very low income residents of the area of the Section 3 covered project. Section 3 applies to:
 - Projects for which HUD's share of the project costs exceeds \$200,000; and
 - Contracts and subcontracts awarded on projects for which HUD's share or project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.
 - Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements and must complete HUD Form 60002.
- 3. 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. <u>Preferences for Section 3 Business Concerns</u>. Section 3 also requires that contracts for work in connection with a covered project be awarded to business concerns which are located in the area of the Section 3 covered project or owned in substantial part by persons residing in the area. In housing and community development programs, where feasible, priority consideration should be given, to:
 - Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located; and
 - Applicants selected to carry out Youthbuild programs (category 2 businesses); and
 - Other Section 3 business concerns.
- 5. 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. <u>Compliance</u>. Compliance with the provisions of Section 3, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County as Grantee, the Contractor or Contractor and any of the Contractor or Contractor's subcontractors.

Failure to fulfill these requirements shall subject the Grantee, the Contractor, Developer or Contractor and any of the Contractor, Developer or Contractor's subcontractors, their successors and assigns, and subject to those sanctions specified by the Agreement through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135. The Contractor, Developer or Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

7. Reporting. If applicable, the Contractor, Developer or Contractor must complete HUD Form 60002: Section 3 Summary Report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT

- A. In the event that a Contractor, Developer or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the Contractor or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.
- B. The Contractor, Developer or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

More information is available at:

http://www.hud.gov/offices/cpd/library/relocation/index.cfm

- C. The Contractor, Developer or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG-assisted project. The Contractor, Developer or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.
- D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice:

FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain-Related Activities. This Notice can be accessed at:

http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg 071706.pdf

V. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. <u>Compliance</u>. The US Department of Housing and Urban Development ("HUD") and Nassau County are committed to assuring that CDBG Contractors and Contractors take positive steps to ensure that all persons receive equal opportunity to housing, employment, public facilities and services, contracting and business opportunities, and CDBG funds, benefits and services, and are protected from displacement. In addition to equal access, Contractor, Developer and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Contractor, Developers and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the Contractor, Developer or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure compliance, attention to the civil rights, fair housing and equal opportunity components of your CDBG projects must be all-inclusive, from the project design to the final progress report.

Contractors, Developers and Contractors must:

- demonstrate that they afford equal employment opportunities to all persons;
- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate; and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Contractor, Developer or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals. This Act requires among other things that all bids and contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

Fair Housing-Related Presidential Executive Orders:

Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

2. Affirmatively Furthering Fair Housing.

- a. The Contractor, Developer or Contractor shall comply with Section 104 (b) (2) of the Housing and Community Development Act of 1974, ("HCD") as amended (42 U.S.C. 5309). This governing statute for the CDBG program requires that each grantee certify to HUD's satisfaction that (1) the grant will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-20) and (2) the grantee will affirmatively further fair housing.
- b. This requirement is codified for local jurisdictions, in the HUD Consolidated Plan requirements under 24 CFR § 91.225. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.
- c. The identification and subsequent reduction and/or elimination of impediments to fair housing involves affirmatively furthering fair housing as part of the acceptance of HUD program funds. Affirmatively furthering fair housing may be grouped into the following three categories:
 - Intent: The obligation to avoid policies, customs, practices or processes whose intent or purpose is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
 - Effect: The obligation to avoid policies, customs, practices or processes whose effect or impact is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Fair Housing Act.
 - Affirmative Duties: The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, practices, or processes that previously, currently or may potentially impede, infringe or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
- d. In order to affirmatively further fair housing in the sale or rental of property acquired or rehabilitated with HUD funds, the Contractor, Developer or Contractor must prepare and follow an Affirmative Fair Housing Marketing Plan ("AFHMP"). The Affirmative Fair Housing Marketing Plan must be consistent with OCD's Affirmative Fair Housing Marketing Guidelines and must be submitted to OCD in advance of the selection process for review and approval.

The AFHMP must include the following:

- The process of outreach advertising, and selection of applicants that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color, religion, sex, national origin, disability, or familial status. Special outreach should be conducted to groups least likely to apply. Examples of such action include:
 - Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) within the marketing area;
 - Use of the <u>Equal Housing Opportunity Logo</u> and the equal housing opportunity statement.
 - o Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and
 - Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.
- A selection process which is open, fair and equitable (i.e. a housing lottery).
- Any system of preference of priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.
- 3. <u>Nondiscrimination</u>. The Contractor, Developer or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 4. <u>Land Covenants.</u> This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Contractor, Developer or Contractor shall cause or require recording of a covenant running with the land to be sold. leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Contractor, Developer or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. <u>Section 504</u>. The Contractor, Developer or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Contractor, Developer or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan. The Contractor, Developer or Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Contractor, Developer or Contractor to assist in the formulation of such program. The Contractor, Developer or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

Women- and Minority-Owned Businesses (W/MBE).

- a. <u>General</u>. The Contractor, Developer or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.
- b. <u>MBE/ WBE Thresholds</u>. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Contractor, Developer or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. <u>Local Requirements</u>. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in Appendix EE of this contract) detailing the implementation of the local MBE / WBE program. For further information see:

http://www.nassaucountyny.gov/agencies/MinorityAffairs/index.html#

d. <u>Contracting.</u> Prior to the commencement of any project, the Contractor, Developer or Contractor shall provide the County with a MBE/ WBE utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of payments to government and financing costs. Specific products and

services include, but are not limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

- e. <u>Goals</u>. In order to achieve this objective, OCD has established the following business participation goals presented as a percentage of the total value of all contracts let in connection with this contract: 5% to minority business enterprises and 5% to women business enterprises. These goals should be included in all bids and contracts.
- f. 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. <u>General Compliance.</u> The Contractor, Developer or Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that:
- 1. The Contractor, Developer or Contractor does not assume the environmental responsibilities of Nassau County as Lead Agency Recipient described in 24 CFR 570.604 (National Environmental Review Act "NEPA" Review), and
- 2. The Contractor, Developer or Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 58.
- 3. The Contractor, Developer or Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.
- 4. The Contractor, Developer or Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. <u>Subcontract Requirements</u>. In the event that the Contractor, Developer or Contractor subcontracts to another subcontractor or organization, the Contractor, Developer or Contractor must prepare and enter into a written subcontract. The Contractor, Developer or Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Contractor, Developer or Contractor will be responsible for monitoring the subcontractor or subgrantee for performance.

C. General Conduct

- 1. <u>Hatch Act</u>. The Contractor, Developer or Contractor shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- 2. <u>Prohibited Activity</u>. The Contractor, Developer or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- 3. <u>Conflict of Interest.</u> The Contractor, Developer or Contractor shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
- a. The Contractor, Developer or Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the Contractor, Developer or Contractor shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Contractor, or any designated public agency.

4. <u>Lobbying</u>. The Contractor, Developer or Contractor hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly:
- d. It will execute and comply with the Lobbying Certification obligation as follows:
 - "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."
- 5. <u>Copyright</u>. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. <u>Religious Activities</u>. The Contractor or Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

II. ENVIRONMENTAL CONDITIONS

- A. <u>General Environmental Compliance.</u> The Contractor, Developer or Contractor shall comply with the following requirements insofar as they apply to the performance of this Agreement:
 - Clean Air Act, 42 U.S.C. §§ 7401, et seq.;
 - Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 - National Environmental Policy Act of 1969.
 - HUD Environmental, Review Procedures (24 CFR Part 58). Depending on the project, categorical exclusions set forth at 24 CFR 58.35 may apply to certain CDBG activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required.
 - B. <u>National Environmental Policy Act Review</u>. The National Environmental Policy Act of 1969 (42 USC Section 4321, et seq.) establishes national policies, goals and procedures for protecting, restoring, and enhancing environmental quality.

HUD requires NEPA environmental reviews to be conducted before proceeding with actions that may affect the environment. In addition to NEPA regulations, the Contractor or Contractor must comply with other applicable federal and state environmental and historic regulations governing activities funded with CDBG monies.

- 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. <u>OSHA</u>. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

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.
- Davis Bacon Threshold: The Contractor, Developer or Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor, Developer or Contractor of its obligation, if any, to require payment of the higher wage.
- 4. <u>Inclusion in Contracts</u>: The Contractor, Developer or Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

This includes:

- Attaching and making part of each tier of bid solicitations and construction contracts:
 - o Federal Labor Standards Wage Determination: NY080013
 - o Federal Labor Standards Provision: (HUD 4010)
 - Although New York State prevailing wages may also be applicable in a project with a mix of funding, the Federal Wage Determination must also be included in the bid/contract documents when Federal funds are used on a project.
- The following must be posted at the project site:
 - o Project Wage Sheet: HUD Form 4720 or the entire wage decision.
 - Notice to All Employees Poster: Form WH1321 located at http://www.dol.gov/esa/whd/regs/compliance/posters/fedprojc.pdf
- If a work classification is not included in the wage decision (HUD 4230a) it should be provided to the County to be submitted to HUD OLR.
- Project files must include copies of Notices for Bids and Copies of Notices of Contract Awards.
- If applicable, Developer's/Contractor's/Contractor's /Subcontractors' Certified (signed) weekly payrolls must be reviewed and checked for compliance with wage determinations in accordance with HUD procedures. With the submission of the first payroll, the Contractor or contractor must submit the following form: HUD 5282.
- Employee interviews must be conducted and recorded on HUD Form 11 and onsite complaints recorded on HUD Form 4731. OCD will notify HUD Office of Labor Relations of any underpayments or Davis Bacon and related Acts violations.
- Apprentices and trainees must be registered in State Apprenticeship Council approved programs and certification must be included with the payroll submission.
- 5. <u>Nassau County OCD Review</u>: Contractor, Developer or Contractor should submit to OCD copies of all bid documents prior to solicitation for review. In addition, question related to Davis Bacon compliance and applicability should be directed to assigned OCD staff for review with HUD Office of Labor Relations Staff.
- 6. Contractor, Developer or Contractor must complete and submit the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710) to OCD to compile and send to HUD Office of Labor Relations.
 - C. Providing Economic Opportunities under Section 3 of the Housing and Urban Development Act of 1968 as Amended.
- 1. <u>General</u>. Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, (hereinafter "Section 3") requires that when HUD financial assistance to housing and community development programs results in the generation of economic opportunities in a community, such opportunities should be directed toward low and very-low income persons.

Providing Economic Opportunities through Hiring Low and Very Low Income Persons. The Contractor, Developer or Contractor shall further ensure that new job opportunities for training and employment arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- (at or below 80% of HUD Area Median Income) and very low-income persons (at or below 50% of HUD Area Median Income) residing within the Nassau County Consortium. Where feasible, priority in hiring for new jobs should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

Providing Economic Opportunities through Contracting with Section 3 Certified Businesses: When feasible, contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects should first be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing within the Nassau County Consortium and to low- and very low-income participants in other HUD programs. A Section 3 business concern must be approved first through application to OCD.

- 2. <u>Section 3 Threshold</u>: The work to be performed under this Agreement is assisted under a program providing direct Federal financial assistance from HUD and, as such is subject to the requirements of Section 3 requires that to the greatest extent feasible opportunities for training and employment shall be given to low and very low income residents of the area of the Section 3 covered project. Section 3 applies to:
 - Projects for which HUD's share of the project costs exceeds \$200,000; and
 - Contracts and subcontracts awarded on projects for which HUD's share or project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.
 - Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements and must complete HUD Form 60002.
- 3. 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. <u>Preferences for Section 3 Business Concerns</u>. Section 3 also requires that contracts for work in connection with a covered project be awarded to business concerns which are located in the area of the Section 3 covered project or owned in substantial part by persons residing in the area. In housing and community development programs, where feasible, priority consideration should be given, to:
 - Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located; and
 - Applicants selected to carry out Youthbuild programs (category 2 businesses); and
 - Other Section 3 business concerns.
- 5. 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. <u>Compliance</u>. Compliance with the provisions of Section 3, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County as Grantee, the Contractor or Contractor and any of the Contractor or Contractor's subcontractors.

Failure to fulfill these requirements shall subject the Grantee, the Contractor, Developer or Contractor and any of the Contractor, Developer or Contractor's subcontractors, their successors and assigns, and subject to those sanctions specified by the Agreement through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135. The Contractor, Developer or Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

7. Reporting. If applicable, the Contractor, Developer or Contractor must complete HUD Form 60002: Section 3 Summary Report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT

- A. In the event that a Contractor, Developer or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the Contractor or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.
- B. The Contractor, Developer or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

More information is available at:

http://www.hud.gov/offices/cpd/library/relocation/index.cfm

- C. The Contractor, Developer or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG-assisted project. The Contractor, Developer or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.
- D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice:

FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain-Related Activities. This Notice can be accessed at:

http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg 071706.pdf

V. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. <u>Compliance</u>. The US Department of Housing and Urban Development ("HUD") and Nassau County are committed to assuring that CDBG Contractors and Contractors take positive steps to ensure that all persons receive equal opportunity to housing, employment, public facilities and services, contracting and business opportunities, and CDBG funds, benefits and services, and are protected from displacement. In addition to equal access, Contractor, Developer and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Contractor, Developers and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the Contractor, Developer or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure compliance, attention to the civil rights, fair housing and equal opportunity components of your CDBG projects must be all-inclusive, from the project design to the final progress report.

Contractors, Developers and Contractors must:

- · demonstrate that they afford equal employment opportunities to all persons;
- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate;
 and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Contractor, Developer or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals. This Act requires among other things that all bids and contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972

Title LX 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 <u>Equal Housing Opportunity Logo</u> and the equal housing opportunity statement.
 - Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and
 - o Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.
- A selection process which is open, fair and equitable (i.e. a housing lottery).
- Any system of preference of priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.
- 3. <u>Nondiscrimination</u>. The Contractor, Developer or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 4. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Contractor, Developer or Contractor shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Contractor, Developer or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. <u>Section 504</u>. The Contractor, Developer or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Contractor, Developer or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan. The Contractor, Developer or Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Contractor, Developer or Contractor to assist in the formulation of such program. The Contractor, Developer or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

Women- and Minority-Owned Businesses (W/MBE).

- a. <u>General</u>. The Contractor, Developer or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.
- b. MBE/ WBE Thresholds. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Contractor, Developer or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. <u>Local Requirements</u>. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in this Exhibit under VI. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN) detailing the implementation of the local MBE / WBE program. For further information see:

http://www.nassaucountyny.gov/agencies/MinorityAffairs/index.html#

d. <u>Contracting.</u> Prior to the commencement of any project, the Contractor, Developer or Contractor shall provide the County with a MBE/ WBE utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of payments to government and financing costs. Specific products and

services include, but are not limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

- e. <u>Goals</u>. In order to achieve this objective, OCD has established the following business participation goals presented as a percentage of the total value of all contracts let in connection with this contract: 5% to minority business enterprises and 5% to women business enterprises. These goals should be included in all bids and contracts.
- f. 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.

- 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:

	The chief executive officer of the Proposer/Bidder is: National Development Council	(Mama)				
	1 Battery Park Plaza, Suite 710, New York, NY 1000	(Name) 4 (Address)				
	(212) 682 1106 (Tele	phone Number)				
	The Proposer/Bidder agrees to comply with the requirement Law, and with all applicable federal, state and local laws.	nts of the Nassau County Living Wago 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:					
.	In the past five years, an administrative proceeding, investigational action has X has not been commenced a Proposer/Bidder. If such a proceeding, action, or investigate below:	against or relating to the				

	ess to work sites and relevant payroll records by authorized e of monitoring compliance with the Living Wage Law and noncompliance. Yes
	statement and, to the best of my knowledge and belief, it is expresentation made herein shall be accurate and true as of
March 17, 2020	
Dated	Signature of Chief Executive Officer
Daniel Marsh III	
Name of Chief Executive Officer	-
Sworm to before me this day of Mark . 2020	
Notary Public	LESLIE A. MARSH tary Public, Commonwealth of Massachusetts My Commission Expires March 4, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2019

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

IMPORTANT: If the cartificate 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 con- this certificate does not confer rights to the certificate holder	ditions of the poli	cy, certain p	olicies may				
PRODUCER	CONTA						
Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367	PHONE (A/C, N	PHONE (A/C, No. Ex.); 206-607-0957 (A/C, No.):					
Bellevue WA 98009-0367	I C-MAAD	E-MAIL ADDRESS: Michelle_Dyck@ajg.com					
		INSURER(S) AFFORDING COVERAGE				NAIC#	
	INSUR	INSURER A : Federal Insurance Company				20281	
National Development Council	INSUR	INSURER B : Chubb Indemnity Insurance Company 12				12777	
One Battery Park Plaza, Suite 710	INSURI	INSURER C:					
24 Whitehall Street New York NY 10004	INSURI	INSURER D:					
NEW TOTK NT 10004		INSURER E :					
COVERAGES CERTIFICATE NUMBER: 1	INSURI	RF:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURAN.	BELOW HAVE BEE	Y CONTRACT	OR OTHER	ED NAMED ABOVE FOR THE	CT TO W	HICH THIS	
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN		REDUCED BY	PAID CLAIMS.				
	CYNUMBER	POLICY EFF (MM/DD/YYYY)		LIMIT	S		
A X COMMERCIAL GENERAL LIABILITY 35336064		5/1/2019	5/1/2020	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,0	000	
CLAIMS-MADE X OCCUR				PREMISES (Ea occurrence)	\$ 1,000,0	000	
				MED EXP (Any one person)	\$ 10,000		
				PERSONAL & ADV INJURY	\$ 1,000,0		
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,0		
Jeci				PRODUCTS - COMP/OP AGG	\$ 2,000,0	00	
OTHER: A AUTOMOBILE LIABILITY 73512244		5/1/2019	5/1/2020	COMBINED SINGLE LIMIT	\$ 1,000.0	00	
ANY AUTO		3/1/2019	3/112020	(Ea accident) BODILY INJURY (Per person)	\$	-	
OWNED SCHEDULED					\$		
X HIRED X AUTOS ONLY X NON-OWNED AUTOS ONLY AUTOS ONLY				PROPERTY DAMAGE	\$		
AUTOS GINEY AUTOS GINEY				(Per accident)	\$		
UMBRELLA LIAB OCCUR				EACH OCCURRENCE	\$		
EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$		
DED RETENTION\$					\$		
B WORKERS COMPENSATION 71656165 AND EMPLOYERS' LIABILITY		5/1/2019	5/1/2020	X PER OTH-			
ANYPROPRIETORIPARTNERÆXECUTIVE OFFICERVAEMBEREXCUDEO7				E.L. EACH ACCIDENT	\$ 1,000,0	00	
(Mandatory In NH)				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,0	00	
DESCRIPTION OF OPERATIONS bulkw				E.L. DISEASE - POLICY LIMIT	\$ 1,000.0	00	
		9					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Re Nassau County is Additional Insured for General Liability as respects							
1903380 County is Additional inscred for General Elability as respects	the operations of t	ile irisured as	required by	Witten contract		i	
CERTIFICATE HOLDER	CANC	ELLATION					
Nassau CountyOffice of Housing & Intergovernme	THE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
40 Main Street, 3rd Floor Hempsted NY 11550	AUTHOR	ZED REPRESEN	ITATIVE				
USA							

CHUBB.

Liability Insurance

Endorsement

Policy Period

MAY 1,2019 TO MAY 1,2020

Effective Date

MAY 1,2019

Policy Number

35336064

Insured

NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT INC. DBA NATIONAL

Name of Company

FEDERAL INSURANCE COMPANY

Date Issued

APRIL 15,2019

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.



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Liability Endorsement

(continued)

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

Conditions

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

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

Schedule

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

All other terms and conditions remain unchanged.

Authorized Representative



LAURA CURRAN COUNTY EXECUTIVE



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.