

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUL 21 P 4:31



Certified: --

211-26

NIFS ID: CFCE26000045

Capital: X

Contract ID #: CFCE26000045

NIFS Entry Date: 07/08/2026

Department: County Executive

Service: New playground equipment at elementary school

Term: 5 years from execution

Contract Delayed:

Slip Type: New		
CRP: X		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
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:	No

Vendor/Municipality Info:	
Name: Baldwin UFSD	ID#: 116002025
Main Address: 960 Hastings Street Baldwin, NY 11510	
Main Contact: Stephen Draper	
Main Phone: (516) 434-6040	

Department:
Contact Name: Christopher Leimone
Address: 1550 Franklin Ave Mineola, NY 11501
Phone: (516) 571-4256
Email: cleimone@nassaucountyny.gov

Contract Summary

Purpose: The County will provide \$150,000 in Capital Funds to the Baldwin School District for new playground equipment at Brookside Elementary School.
Procurement History: Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.
Description of General Provisions: The item is an inter-municipal agreement between the County and the Baldwin School District.
Impact on Funding / Price Analysis: \$150,000 in capital funding from CRP program.
Change in Contract from Prior Procurement: N/A
Method of Source Selection: ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: CRP ☒ Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an

inter-municipal agreement.

MWBE Participation:

☒ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☒ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00006	PWCAPCAP 00006 99206 001	01	\$150,000.00
Project Number		99206						
Project Detail		001						
TOTAL							\$150,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$0.00
Federal	\$0.00
State	\$0.00
Capital	\$150,000.00
Other	\$0.00
Total	\$150,000.00

Routing Slip

Department			
NIFS Entry	Eleftherios Sempepos	07/08/2026 01:07PM	Approved
NIFS Final Approval	Eleftherios Sempepos	07/08/2026 01:07PM	Approved
Final Approval	Eleftherios Sempepos	07/08/2026 01:07PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	07/10/2026 12:54PM	Approved
Final Approval	Christopher Yansick	07/10/2026 12:54PM	Approved
County Attorney			
RE & Insurance Verification	Shannon Molloy	07/15/2026 11:27AM	Approved
Approval as to Form	Kemely Weiss	07/17/2026 02:47PM	Approved
NIFS Approval	Mary Nori	07/17/2026 05:12PM	Approved
Final Approval	Mary Nori	07/17/2026 05:12PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/10/2026 12:58PM	Approved
NIFA Approval	Christopher Nolan	07/10/2026 04:10PM	Approved
Final Approval	Christopher Nolan	07/10/2026 04:10PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	07/17/2026 05:23PM	Approved
DCE Compliance Approval	Robert Cleary	07/17/2026 05:23PM	Approved
Vertical DCE Approval	Arthur Walsh	07/21/2026 04:11PM	Approved
Final Approval	Arthur Walsh	07/21/2026 04:11PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/21/2026 04:13PM	Approved

Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending
Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE BALDWIN UNION FREE SCHOOL DISTRICT IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS.

APPROVED AS TO FORM

Julie Silverstein

Julie Silverstein
Deputy County Attorney

WHEREAS, Nassau County ("the County") and the Baldwin Union Free School District ("the District") are authorized, pursuant to Article 9, Section 1 of the New York State Constitution and Article 5-G of the General Municipal Law ("GML") to enter into intergovernmental agreements; and

WHEREAS, it is in the best interests of the County and the District to purchase and procure new playground equipment at Brookside Elementary School (the "Project"); and

WHEREAS, the County and the District believe it to be in the best interest of the taxpayers of their respective municipalities to authorize intermunicipal cooperation with respect to the mutual covenants set forth in the proposed Inter-Municipal Agreement ("Agreement"), a copy of which is on file with the Clerk of the Legislature; NOW, THEREFORE, be it

RESOLVED, that the Nassau County Legislature hereby authorizes the County Executive to execute the Agreement and to execute any and all other instruments, related documents or ancillary agreements and to take such other action as is necessary to effectuate and carry out the intent and purpose of the Agreement; and it is further

RESOLVED, that pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County said Project is a "Type II Action" within the meaning of Part 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2026 JUL 21 PM 3:11

**AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND BALDWIN
UNION FREE SCHOOL DISTRICT IN RELATION TO INTERMUNICIPAL
COOPERATION**

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the Baldwin Union Free School District having its principal offices at 960 Hastings Street, Baldwin, New York 11510 ("DISTRICT").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the DISTRICT to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the County and the DISTRICT to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the DISTRICT each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the DISTRICT, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the DISTRICT will undertake a project (the "Project") to design, construct, and install a new playground and outdoor play environment for students in grades K-5 at Brookside Elementary School ("Brookside"), located at 940 Stanton Avenue in Baldwin. The Project will create an upgraded and fully compliant play space that

offers new, age-appropriate climbing structures, slides, interactive components and related items, all with a useful life of no less than five (5) years. Updated surfacing will ensure safer play conditions while also improving accessibility for all children. The design will incorporate shaded seating and comfortable gathering areas to support supervision and provide opportunities for social interaction. Additional interactive play features will spark creativity, cooperation, and imaginative play, and all equipment will be selected for resilience, durability, and long-term usability. The value of the playground extends well beyond school hours by functioning as a hub for families in the Baldwin community and the County. Replacing and modernizing the playground at Brookside will directly support the school's mission to foster physical development, social growth, and joyful learning opportunities for all children. It will reinstate a safe and vibrant space for students in grades K-5 while also re-establishing an important gathering place for the broader community. The DISTRICT represents and warrants that it has completed its review of the Project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) ("Funds") to the DISTRICT for the purchase of goods and services in connection with the Project. Payment shall be made to the DISTRICT in arrears and on a reimbursement basis and shall be contingent upon (i) the DISTRICT submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The DISTRICT shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The DISTRICT shall (i) as between the County and the DISTRICT, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the DISTRICT for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the

DISTRICT shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The DISTRICT shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The DISTRICT shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the DISTRICT shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the DISTRICT is bound by and shall comply with the terms of Appendix EE attached hereto. 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.

Section 9. The DISTRICT shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The DISTRICT shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the DISTRICT or any agent of the DISTRICT in the maintenance and control of the Project undertaken pursuant to this Agreement, 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.
- b) The DISTRICT shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the DISTRICT's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the DISTRICT shall pay and satisfy any

judgment, decree, loss or settlement in connection therewith.

- c) The DISTRICT shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.
- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the DISTRICT, or between the DISTRICT and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. 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 amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the DISTRICT 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.

Section 14.

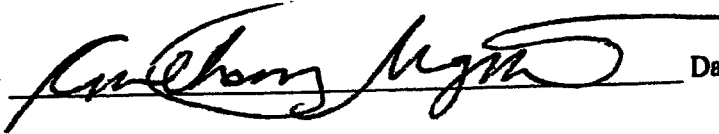
- a) The undersigned representative of the County of Nassau hereby represents and warrants that the undersigned is an officer, director or agent of the County of Nassau with full legal rights, power and authority to sign this Agreement on behalf of the County of Nassau and to bind the County of Nassau with respect to the obligations enforceable against the County of Nassau in accordance with its terms.

b) The undersigned representative of the DISTRICT hereby represents and warrants that the undersigned is an officer, director or agent of the DISTRICT with full legal rights, power and authority to sign this Agreement on behalf of the DISTRICT and to bind the DISTRICT with respect to the obligations enforceable against the DISTRICT in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the DISTRICT and the County have executed this Agreement as of the Effective Date.

BALDWIN UNION FREE SCHOOL DISTRICT

By  Date 6/24/26

Print Name Anthony Mignella

Title Superintendent

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

EXECUTE in BLUE INK.

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

On the 24th day of June in the year 2021, before me personally came Anthony Mignella to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; and that he or she signed his or her name hereto and has executed the above instrument.

Sara P. Petrone
NOTARY PUBLIC

SARA P. PETRONE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PE6420291
Qualified in Nassau County
Commission Expires August 2, 2029

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

EXECUTE in BLUE INK.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- b. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- d. The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

- e. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- f. Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- g. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- h. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- i. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- k. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts

to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

1. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- m. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by

the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be

included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts 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 customs and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final

determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

**MEMORANDUM
BALDWIN UNION FREE SCHOOL DISTRICT
Business Office**

TO: Mr. Anthony Mignella
FROM: Dr. James P. Robinson
RE: Brookside Elementary School - Playground
DATE: June 24, 2026

I recommend that the Board of Education approve the resolution to authorize an inter-municipal agreement with Nassau County and Baldwin UFSD for a \$150,000 grant to purchase and install a playground at Brookside Elementary School.

WE ARE INNOVATIVE! WE ARE INCLUSIVE! WE ARE INVOLVED! WE ARE BALDWIN!

**Resolution to Authorize an Intermunicipal Agreement with Nassau County for a
CRP Grant to be used towards a Playground at Brookside Elementary School**

BE IT RESOLVED, the Board of Education of the Baldwin Union Free School District
hereby authorizes the following resolution:

The Board of Education, pursuant to Education Law section 3651, is authorized to
approve an Intermunicipal Agreement between Baldwin Union Free School District and
Nassau County related to a Community Revitalization Project grant in the amount of
\$150,000 to be used towards a playground at Brookside Elementary School.

**MEMORANDUM
BALDWIN UNION FREE SCHOOL DISTRICT
Business Office**

TO: Mr. Anthony Mignella
FROM: Dr. James P. Robinson
RE: SEQRA Type II Resolution – Renovation of the Brookside Playground
DATE: June 25, 2026

I recommend that the Board of Education approve the attached resolution which declares that the renovation of the playground at Brookside Elementary School be classified as a Type II action under the current Department of Environmental Conservation's State Environmental Quality Review Act (SEQRA) Regulations (Section 6 NYCRR 617.5(c)(2)) and (Section 6 NYCRR 617.5(c)(8)).

RESOLUTION

WHEREAS, the Board of Education of the Baldwin Union Free School District desires to embark upon the following capital improvement project as follows:

- design, construct, and install a new playground and outdoor play environment for students in grades K-5 at Brookside Elementary School (hereinafter the "Project").

WHEREAS, said capital improvement projects are subject to classification under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, replacement, rehabilitation or reconstruction of a structure or a facility, in kind, in the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 are classified as Type II Actions under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c) (2)); and

WHEREAS, routine activities of educational institutions, including expansion of existing facilities are classified as Type II Action under the current Department of Environmental Conservation SEQR Regulations (Section 6 NYCRR 617.5 (c) (8));

WHEREAS, the SEQR Regulations declare Type II Actions to be actions that have no significant impact on the environment and require no further review under SEQR; and

WHEREAS, the Board of Education, as the only involved agency, has examined all information related to the capital improvement project and has determined that the Project is classified as a Type II Action pursuant to Section 617.5(c) (2) and Section 6 NYCRR 617.5 (c) (8) of the SEQR Regulations;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby declares that the Project is Type II Action, which require no further review under SEQRA; and

BE IT FURTHER RESOLVED, that the Board of Education hereby shall forward an official copy of this Resolution to the New York State Education Department together with a copy of the correspondence from the New York State Office of Parks, Recreation and Historic Preservation in connection with its request for approval of the project from the New York State Education Department.

6700 PURCHASING

☒ Required

☐ Local

☐ Notice

The Board of Education views purchasing as serving the educational program by providing necessary supplies, equipment and related services. Purchasing will be centralized in the business office under the general supervision of the Purchasing Agent designated by the Board.

It is the goal of the Board to purchase competitively, without prejudice or favoritism, and to seek the maximum educational value for every dollar expended. Competitive bids or quotations shall be solicited in connection with purchases pursuant to law. The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding \$20,000 and public work contracts involving an expenditure of more than \$35,000 will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Purchases of the same commodity cannot be artificially divided for the purpose of avoiding the threshold. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

In accordance with law, the district shall give a preference in the purchase of instructional materials to vendors who agree to provide materials in alternative formats. The term "alternative format" shall mean any medium or format for the presentation of instructional materials, other than a traditional print textbook, that is needed as an accommodation for a disabled student enrolled in the district (or program of a BOCES), including but not limited to Braille, large print, open and closed captioned, audio, or an electronic file in a format compatible with alternative format conversion software that is appropriate to meet the needs of the individual student.

The Board is also aware of the need to reduce exposure of students and staff to potentially harmful chemicals and substances used in cleaning and maintenance. In accordance with law, regulation and guidelines set forth by the Office of General Services (OGS), the district will purchase and utilize environmentally sensitive cleaning and maintenance products in its facilities whenever feasible. Cleansers purchased must, first and foremost, be effective so that the district may continue to purchase non-green products as necessary. Environmentally sensitive cleaning and maintenance products will be procured in accordance with standard purchasing procedures as outlined in this policy and regulation.

In order to ensure that the district avails itself of advantageous purchasing opportunities, the Board authorizes the Purchasing Agent to represent the district in applying for federal programs designed to discount prices for goods and services. Specifically, the Purchasing Agent will abide by the rules and regulations associated with applying for telecommunications service discounts through the Universal Service Fund (E-Rate), in addition to complying with the local purchasing policies set forth by the Board. As with all purchasing activity, appropriate documentation of the application and purchase through any federal program will be maintained by the business office.

Goods and services which are not required by law to be procured by the district through competitive bidding will be procured in a manner so as to ensure the prudent and economical use of public monies, in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

Alternative proposals or quotations will be secured by requests for proposals, written or verbal quotations or any other appropriate method of procurement, except for procurements:

1. under a county contract;
2. under a state contract;
3. under a federal contract;
4. under a contract of another governmental subdivision;
5. of articles manufactured in state correctional institutions; or
6. from agencies for the blind and severely disabled.

"Piggybacking" onto the contract of other governmental agencies is permitted where the original contract is in conformance with the goals of this section.

The district's purchasing activity will strive to meet the following objectives:

1. to effectively supply all administrative units in the school system with needed materials, supplies, and contracted services;
2. to obtain materials, supplies and contracted services at the lowest prices possible consistent with the quality and standards needed as determined by the Purchasing Agent in conformance with state law and regulation and in cooperation with the requisitioning authority. The educational and physical welfare of the students is the foremost consideration in making any purchase;
3. to ensure that all purchases fall within the framework of budgetary limitations and that they are consistent with the educational goals and programs of the district;
4. to maintain an appropriate and comprehensive accounting and reporting system to record and document all purchasing transactions; and

5. to ensure, through the use of proper internal controls, that loss and/or diversion of district property is prevented.

Opportunities shall be provided to all responsible suppliers to do business with the school district. Suppliers whose place of business is situated within the district may be given preferential consideration only when bids or quotations on an item or service are identical as to price, quality and other factors. Where permitted by law, purchases will be made through available cooperative BOCES bids, regional bids, or by "piggybacking" onto contracts of the United States or agencies thereof or the federal General Services Administration (GSA), state contracts of the Office of General Services or county contracts whenever such purchases are in the best interests of the district. In addition, the district will make purchases from correctional institutions and severely disabled persons through charitable or non-profit-making agencies, as provided by law.

It is the district's responsibility to review each "piggybacking" contract corresponding to a proposed purchase, upon the advice of counsel as necessary, to determine whether the original contract does not conflict with state law or regulation, and meets the following requirements:

1. The contract must have been let by the United States, or any agency thereof, any state, or any other governmental subdivision or district therein;
2. The contract must have been made available for use by other governmental entities; including New York State local governments;
3. The contract must have been let to the lowest responsible bidder or on the basis of best value, in a manner consistent with General Municipal Law §103. Those main elements are: (a) public solicitation of bids or offers; (b) secure or confidential bids or offers; (c) use of a common standard for bidders or offers to compete fairly; and (d) awarded to the lowest responsible bidder, or responsible offeror of best value, which optimizes quality, cost and efficiency.

Competitive Bidding

Purchase contracts and public works contracts subject to competitive bidding will be awarded to the lowest responsible bidder, however, the Board authorizes that purchase contracts may be awarded on the basis of best value, as defined in State Finance Law §163. Other exceptions to competitive bidding are outlined below.

In addition, the Board authorizes the receipt of sealed bids for purchase contracts in electronic format, pursuant to the provisions of General Municipal Law §103(1) which addresses proper documentation, authentication, security, and confidentiality of electronic bids.

The district will comply with the requirements of General Municipal Law §103-g, which prohibits, with few exceptions, competitive bidding contracts with entities that invest significantly in the Iranian energy sector, as outlined in the accompanying regulation.

The district will provide justification and documentation of any contract awarded to an offeror other than the lowest responsible dollar offeror, setting forth the reasons why such award is in the best interests of the district and otherwise furthers the purposes of section 104-b of the General Municipal Law.

Exceptions to Competitive Bidding

Competitive bidding, even if the dollar value of the purchase meets the threshold previously referenced above, is not required under the following circumstances:

1. emergencies where time is a crucial factor;
2. procurements for which there is no possibility of competition (sole source items);
3. very small procurements when solicitations of competition would not be cost-effective
4. professional services that require special skill or training (see policy 6741 for guidance on purchasing professional services or
5. where the district is purchasing through (or is "piggybacking" onto) the contract of another governmental entity, where the original contract complies with the requirements of New York State law for competitive bidding

The Superintendent of Schools, with the assistance of the Purchasing Agent, shall be responsible for the establishment and implementation of the procedures and standard forms for use in all purchasing and related activities in the district. Such procedures shall comply with all applicable laws and regulations of the state and the Commissioner of Education.

No Board member, officer, agent, or employee of the school district shall have an interest in any contract entered into by the Board or the district, as provided in Article 18 of the General Municipal Law.

Comments will be solicited from those administrators involved in the procurement process before enactment of the district's policies regarding purchasing and from time to time thereafter. The policies must then be adopted by Board resolution. All district policies regarding the procurement processes will be reviewed by the Board at least annually.

The unintentional failure to fully comply with the provisions of section 104-b of the General Municipal Law or the district's policies regarding procurement will not be grounds to void action taken nor give rise to a cause of action against the district or any officer or employee of the district.

To the extent that such requirements are not already included in this Policy, the District will comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, as set forth in 2 C.F.R. Part 200 (subparts A-F) when making purchases directly charged to a federal award. Individuals in the district who carry out the objectives of a federal award shall be aware of the requirements set forth in Part 200, including but not limited to the following provisions:

- Cash Management Procedures - §200.302(b)
- Effective Internal Controls - §200.303
- Procurement Procedures - §200.318(a)
- Standards of Conduct Covering Conflicts of Interest - §200.318(c)
- A Method for Conducting Technical Evaluations of Proposals Received and Selecting Recipients - §200.320(d)(3)
- Travel Policies - §200.474

Cross-ref:

6710, Purchasing Authority

6741, Contracting for Professional Services

Ref:

Education Law §§305(14); 409-i; 1604(29-a); 1709(4-a)(9)(14)(22); 2503(7-a); 2554(7-a)

General Municipal Law §§102; 103; 104-a; 104-b; 104-d; 109-a; 800 *et seq.*

State Finance Law §§97-g(3), (4), (5); 163; 163-b; 165-a

County Law §408-a(2)

Adoption Date: July 10, 2019

Reviewed and Revised: July 5, 2023

Reviewed and Revised: July 3, 2024

Reviewed: July 9, 2025

Baldwin Schools



Nassau County Interim Finance Authority

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

1. Vendor: Baldwin UFSD

2. Amount requiring NIFA approval: \$150,000.00

Amount to be encumbered: \$150,000.00

Slip Type: New

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

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

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

3. Contract Term: to 5 years from execution

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Capital Improvement Fund
(CAP)

X

Grant Fund (GRT)

Other

Federal %

0

State %

0

County %

100

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

No

If not, will it require a future borrowing?

Yes

Has the County Legislature approved the borrowing?

Yes

Has NIFA approved the borrowing for this contract?

Yes

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

The County will provide \$150,000 in Capital Funds to the Baldwin School District for new playground equipment at Brookside Elementary School.

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
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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

07/10/2026

Authenticated User

Date

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

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

Authenticated User

Date

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

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

NIFA reserves the right to request additional information as needed.

COUNTY OF NASSAU

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

1. Name of the Entity: Baldwin UFSD

Address: 960 HASTINGS ST

City: BALDWIN State/Province/Territory: NY Zip/Postal Code: 11510

Country: US

2. Entity's Vendor Identification Number: 11-6002025

3. Type of Business: Other (specify) School District

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: Baldwin UFSD BOE Members 25-26.pdf

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.

None

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [] NO [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.

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:
Jill A. McGrath [MCGRATHJ@BALDWINSCHOOLS.ORG]

Dated: 06/24/2026 03:02:32 pm

Title: Senior Account Clerk - Purchasing Agent

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.



Baldwin Union Free School District

960 Hastings Street ♦ Baldwin, NY 11510-4798

www.baldwinschools.org

 **Baldwin**
Public Schools
we are innovative!
we are inclusive!
we are involved!
we are Baldwin!

Anthony Mignella

Superintendent of Schools

516-434-6010 ♦ FAX 516-434-6803

James P. Robinson, Ed.D.

Assistant Superintendent,
Business & Administrative Services

Denise Fisher

Assistant Superintendent,
Human Resources

Stephanie Rengifo

Assistant Superintendent, Instruction

Pamela Green, *President*

Current term: 23-26

Susan Cools, *Vice President*

Current term: 25-28

Annie Doresca, *Trustee*

Current term: 24-27

Katrina Smith, *Trustee*

Current term: 26-27

Thomas F. Smyth, *Trustee*

Current term: 25-28

WE ARE INNOVATIVE! WE ARE INCLUSIVE! WE ARE INVOLVED! WE ARE BALDWIN!