

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

2026 JUL 10 P 11: 53



Certified: --

184-26

NIFS ID: CFCE26000023

Capital: X

Contract ID #: CFCE26000023

NIFS Entry Date: 06/19/2026

Department: County Executive

Service: Upgrades and enhancements to fitness center and gym at Mirschel Park

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: Inc. Village of Hempstead	ID#:116000842
Main Address: 99 James A Garner Way Hempstead, NY 11550	
Main Contact: Larry Lutz	
Main Phone: (516) 478-6287	

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 Village of Hempstead for upgrades and enhancements to the gym and fitness center at Mirschel Park in Village of Hempstead.
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 Village OF HEMPSETAD
Impact on Funding / Price Analysis: \$150,000 in capital funds from the 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	06/19/2026 01:13PM	Approved
NIFS Final Approval	Eleftherios Sempepos	06/19/2026 01:18PM	Approved
Final Approval	Eleftherios Sempepos	06/19/2026 01:18PM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	06/19/2026 03:01PM	Approved
Final Approval	Christopher Yansick	06/19/2026 03:01PM	Approved
County Attorney			
RE & Insurance Verification	Julie Silverstein	06/22/2026 04:50PM	Approved
Approval as to Form	Julie Silverstein	06/22/2026 04:50PM	Approved
NIFS Approval	Mary Nori	07/08/2026 05:33PM	Approved
Final Approval	Mary Nori	07/08/2026 05:33PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	07/08/2026 10:23AM	Approved
NIFA Approval	Christopher Nolan	07/08/2026 02:37PM	Approved
Final Approval	Christopher Nolan	07/08/2026 02:37PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Benjamin Fischer	07/08/2026 05:35PM	Approved
DCE Compliance Approval	Robert Cleary	07/10/2026 12:42PM	Approved
Vertical DCE Approval	Arthur Walsh	07/10/2026 12:54PM	Approved
Final Approval	Arthur Walsh	07/10/2026 12:54PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	07/10/2026 04:41PM	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

RESOLUTION NO. - 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO THE INTER-MUNICIPAL AGREEMENT WITH THE INCORPORATED VILLAGE OF HEMPSTEAD IN RELATION TO A PROJECT TO PROVIDE FUNDING FOR THE PURCHASE OF GOODS.

APPROVED AS TO FORM

Julie Silverstein

Julie Silverstein
Deputy County Attorney

2026 JUL 10 P 4: 54

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

WHEREAS, Nassau County ("the County") and The Incorporated Village of Hempstead ("the City") 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 equipment for the gym and fitness center at Mirschel Park (the "Project"); and

WHEREAS, the County and the City 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 amendment to the 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 an amendment to 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 the amendment; 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.

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND THE
INCORPORATED VILLAGE OF HEMPSTEAD 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 (i) County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"); and the (ii) Incorporated Village of Hempstead, having its principal offices at 99 James A. Garner Way, Hempstead, New York 11550 ("VILLAGE" or "CONTRACTOR").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the VILLAGE 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 VILLAGE 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 VILLAGE 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 VILLAGE, 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 VILLAGE will undertake a project (the "Project") to make upgrades and enhancements to the fitness center and gymnasium, including the purchase of fitness equipment and related items, all with a useful life of no less than five (5) years, at

Mirschel Park in the VILLAGE. The Project will benefit all Nassau County residents, who are welcome to use the facility. The VILLAGE 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 VILLAGE for the purchase of goods and services in connection with the Project. Payment shall be made to the VILLAGE in arrears and on a reimbursement basis and shall be contingent upon (i) the VILLAGE 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 VILLAGE 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 VILLAGE shall (i) as between the County and the VILLAGE, 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 VILLAGE 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 VILLAGE 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 VILLAGE shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The VILLAGE shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the VILLAGE 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 VILLAGE 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 VILLAGE 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 VILLAGE 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 VILLAGE or any agent of the VILLAGE 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 VILLAGE shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the VILLAGE'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 VILLAGE shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The VILLAGE 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 VILLAGE, or between the VILLAGE 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 VILLAGE 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 VILLAGE hereby represents and warrants that the undersigned is an officer, director or agent of the VILLAGE with full legal rights, power and authority to sign this Agreement on behalf of the VILLAGE and to bind the VILLAGE with respect to the obligations enforceable against the VILLAGE in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

INCORPORATED VILLAGE OF HEMPSTEAD

By Waylyn Hobbs Jr. Date 6/8/2026

Print Name Waylyn Hobbs Jr.

Title Mayor

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

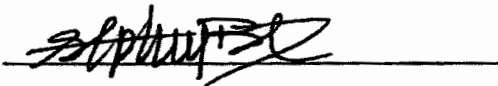
EXECUTE IN BLUE INK.

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the 8th day of June in the year 2026 before me personally came Waylyn Hobbs Jr. 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.



NOTARY PUBLIC

Stephany Braxton
Notary Public, State of New York
Lic. # 01BR6429914
Qualified in Nassau County
My Commission expires March 7, 2030

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.

- l. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the 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 custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

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

SEORA COMPLIANCE

Project Title: Mirschel Park Gym Equipment

The undersigned, **Incorporated Village of Hempstead** has completed a review of the proposed project pursuant to the applicable provisions of the New York Environmental Quality Review Act (SEQRA) and has thoroughly reviewed the environmental impact of the project and has determined that the project is a Type II action in accordance with section 617.5(c) of the Rules and Regulations adopted by the State Department of Environmental Conservation.

Date: June 12, 2026.

By:



Keisha Marshall
Village Attorney

INC. VILLAGE OF HEMPSTEAD PURCHASING POLICY

In accordance with the Inc. Village of Hempstead adopted procedures, the Purchasing Department is authorized to administer all purchasing activities with regard to materials, supplies, services, equipment and all other expenses. The primary function of Purchasing is to ensure that the Village of Hempstead receives the best possible products and services that meet the needs of the requesting department at the lowest possible cost. In this document, unless otherwise noted, the term "political subdivision" applies to the Incorporated Village of Hempstead in its entirety.

Rules governing purchasing and contract procedures were established under the concept of open competitive bidding as set forth by New York State General Municipal Law, (GML 103 and 104-b). Under this system, purchase awards are given to the lowest responsible and responsive vendor who meets the village's specifications and is capable of delivering the service or product. These specifications and conditions are outlined in bid packages that are available to all interested vendors. Goods and services which are not required by law to be procured by political subdivisions or any districts therein pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys in the best interests of the taxpayers of the political subdivision or district, 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.

The Purchasing Department coordinates vendor contracts and supervises the procurement process to ensure compliance with purchasing policies and procedures. Office hours are from 8:30 AM to 4:15 PM, Monday through Friday. Vendors may call for an appointment during those hours.

THE PURCHASING PROCESS

The Village's Purchasing Policy is more restrictive than the Federal Purchase methods and the village must always follow the most restrictive policy. The Purchasing Department operates annually on a Fiscal Year schedule that begins on June 1 of the current year and ends on May 31 of the following year.

CATEGORIES OF PURCHASE

The following purchasing methods are used by the village to acquire products, services and equipment:

CATEGORY FOR THE PURCHASE OF COMMODITIES, EQUIPMENT AND/OR GOODS

<u>Aggregate Dollar Limit</u>	<u>Requirements</u>
\$1 - \$3,500	At the discretion of the Department Head
\$3,501 - \$5,000	Documented quotes from at least 3 separate vendors (if available)
\$5,001 - \$20,000	Written quotes from at least 3 separate vendors (if available)
\$20,001 and up	Sealed bids in conformance with Municipal Law, Section 103

CATEGORY FOR THE PURCHASE OF PUBLIC WORKS PROJECTS/CONTRACTS

<u>Aggregate Dollar Limit</u>	<u>Requirements</u>
\$1 - \$3,500	At the discretion of the Purchasing Department/Department Head
\$3,501 - \$5,000	Documented quotes from at least 3 separate vendors (if available)
\$5,001 - \$35,000	Written quotes from at least 3 separate vendors (if available)
\$35,001 and up	Sealed bids in conformance with Municipal Law, Section 103

If at any point during a Fiscal Year, the aggregate total for “like” commodities or “similar scope” projects exceeds a threshold, then the procedures for the next and higher threshold will apply going forward until the end of that Fiscal Year. Monetary thresholds may not be avoided by splitting or breaking up contracts into lesser agreements or entering into a series of agreements for sums below the dollar thresholds.

A good faith effort shall be made by the person initiating the purchase to obtain the required number of proposals or quotations. If the requestor is unable to obtain the required number of proposals or quotations, the requestor will document the attempt made at obtaining the proposals including the vendors contacted, date(s) and time(s) contacted and the reason no quote or proposal could be secured. Each documentation for each vendor will count as an individual separate quote. Securing the goods and/or services without obtaining the requisite number of proposals/documented attempts is prohibited. Securing the goods and services without obtaining a fully executed Purchase Order **prior** to purchase is also prohibited.

In the course of normal business, departments are responsible to secure quotes from vendors in accordance with the aforementioned fixed limits and purchasing policy. However, should the department be unable to secure quotes, the Purchasing Agent may assist that department to secure them, though it is not the Purchasing Agent’s full responsibility to secure any and all quotes. All quotes and proposals secured by individual departments are subject to review by the Purchasing Agent. An acceptable vendor’s quote will include their contact information such as name, address, telephone number and e-mail, as well as quantities, units of measure, item descriptions, types of service, pricing and delivery terms. Any department supplying quotes without this information will have their request returned until such requirements are satisfied. All vendors are required to have a W-9 on file with the village. Any quote without sufficient information to verify the vendor itself will not be accepted. Purchasing reviews quotes and selects the lowest one meeting the village requirements and specifications.

EXCEPTIONS TO CATEGORIES OF PURCHASES

ANTICIPATE YOUR NEEDS: Once you have established what you need, within the limitation of your budget, requisition these needs as far in advance as possible. The time element affords the Purchasing Department the opportunity to solicit competitive bids or quotes and get the best value possible for the expenditure of tax dollars.

STATE/LOCAL GOVERNMENT CONTRACTS

Pursuant to GML 103, political subdivisions are authorized to make purchases through the use of contracts, (or “piggybacks” on to), led by certain other governmental entities either to the lowest responsible and responsive bidder or on the basis of best value, in a manner consistent with General Municipal Law 103.

Pursuant to GML 104, political subdivisions are authorized to make purchases of materials, equipment and supplies, (except printed material), through the NYS Office of General Services (OGS), subject to rules established by OGS, (see State Finance Law, Section 163). GML Section 104 provides that purchases by political subdivisions through the NYS Office of General Services (OGS) are exempt from competitive bidding requirements. Note: No official may make a purchase through the OGS when bids have already been received unless the purchase may be made upon the same terms, conditions and specifications, but at a lower price, through OGS.

The village will not be required to secure alternate proposals or quotations for those procurements as permitted by state law: under a county, state or federal contract, under a contract of another federal subdivision, under national cooperative contracts approved by the Village Board, of articles manufactured in state correctional institutions or from agencies for the blind and severely disabled.

EMERGENCY EXCEPTION: An exception to the competitive bidding requirements exists for emergency situations. There are three basic statutory criteria to be met in order to fall within this exception.

- 1) The situation arises out of an accident or other unforeseen occurrence or condition.
- 2) The circumstances affect public buildings, public property or the life, health, safety or property of the political subdivision's residents.
- 3) The situation requires immediate action, which cannot await competitive bidding.

Any Emergency that arises should be reported to both the Purchasing Agent and the Village Treasurer in writing as soon as possible. The emergency exception cannot be utilized if a situation is delayed or avoided to the point where it develops into an "emergency".

SOLE SOURCE

In those rare situations when a political subdivision, in the public interest, requires particular goods or services that uniquely serve the public interest, for which there is no substantial equivalent and which are in fact available only from one source, competitive bidding is not required under GML, Section 103. In making these determinations the political subdivision should document, among other things, the unique benefits of the item as compared to the items available in the marketplace; that no other item provides substantially equivalent or similar benefits; and that, considering the benefits received, the cost of the item is reasonable when compared to other products or services in the marketplace. In addition, the political subdivision should document that there is no possibility of competition for procurement.

When a sole source provider is identified for expenditures related to a Grant, the village will obtain prior approval from the awarding agency for non-competitive contractual relationships in excess of \$150,000.

PROFESSIONAL SERVICES

Generally, professional services involve specialized expertise, use of professional judgment and/or a high degree of creativity. Among the services which have been held to be exempt from competitive bidding under this exception are, but are not limited to, those of engineers, architects, land surveyors, attorneys, physicians, and insurance brokers. To assist the requisitioning department in selecting a vendor for professional services, in particular where market rates for services may fluctuate, the use of a Request for Proposal, or RFP, specifying the services requested is encouraged.

When consultant expenditures related to Grants exceed the federal threshold of \$650 per day or \$81.25 per hour, the village will request prior approval from the awarding agency.

NATIONAL COOPERATIVES

A National Cooperative is when two or more entities combine their requirements to obtain advantages of volume purchases, including administrative savings and other benefits. A National Cooperative is also defined as a variety of arrangements whereby two or more public procurement entities (or agencies) purchase from the same or multiple suppliers using a single Invitation to Bid (IFB) or Request for Proposal (RFP). Cooperative procurement efforts may result in contracts that other entities may "piggyback". New York State General Municipal Law 103 was amended to add Section 16 that authorizes piggybacking of certain contracts, which allows the use of contracts issued by all local governments within New York State and other governmental agencies outside of New York State, (if piggybacking language is included in the original bid).

PURCHASING POLICIES AND CONTROL

REQUISITIONS: A requisition must be submitted for all purchases of goods or services more than \$500.00 or in cases where the vendor requires a Purchase Order regardless of dollar amount. In all instances, the requisition is to be entered, and purchase orders are to be completed before a purchase is made or service is performed.

All orders for Staples, WB Mason and Amazon require requisitions that need to be approved by the Department Head before the order is placed regardless of the dollar amount. Direct payment claim vouchers should be avoided.

An acceptable requisition includes a clear and precise description of the goods and services being ordered in both the "General Description" field and in the "Line Item" itself. Quote/Invoice numbers and all pricing documentation from the vendors need to be noted in the "General Notes" field, as well as included with the requisition itself as backup. The appropriate Budget Code needs to be used that best corresponds to the good/service being purchased. Lastly, the requisition needs to be signed and dated by the Manager/Director for the department. Any requisitions without this information will be returned to the requestor until such requirements are satisfied.

BLANKET PURCHASE ORDERS: Issued as requested to various vendors for purchase of those items/services considered to be of an immediate need or for the purpose of consolidation. Such examples would be electric or telephone bills, which involve ongoing purchases where the cost is consistent or approximately known for each time interval. Blanket Purchase Orders are issued for the fiscal year only. Blanket Purchase Orders must include the phrase, "as needed for the period June 1st of (current year) to May 31st of (next year)".

FORMAL SEALED BIDS FOR COMMODITIES OVER \$20,000 AND PUBLIC WORKS PROJECTS/CONTRACTS OVER \$35,000

All purchases of "like" commodities exceeding \$20,000, and public works projects/contracts of "similar scope" exceeding \$35,000 in the aggregate for all departments combined annually and not falling under any exceptions are acquired through this process.

Legal notices are published in local newspapers informing the public of the products or services being bid.

Bid packages are prepared with detailed specifications and conditions including items bid, units and total quantity desired, instructions for bidding, delivery information, bid opening dates and any special requirements for bidding.

Bid notices are e-mailed to Bid Services, (companies in the business of informing prospective vendors of bids in their field of work), as well as put on the NY State Contract Reporter and Bidnet's websites. A list of Bid Services can be obtained from the Purchasing Department. The bid packages are available for pickup at the Purchasing Department and can be shipped by US Mail. Vendors can request shipping by a delivery service such as Fed Ex or UPS, which will only be shipped this way at the vendors' expense.

Plan holders' lists, (those vendors who have picked up bid packages), shall not be released prior to a bid opening as this may adversely affect the bids received and/or encourage collusion. Any requests received by a Village Department for this information will be directed at Purchasing. No exceptions are made to this policy.

Any bids not arriving prior to the bid-opening deadline will be rejected and returned to the bidder unopened.

Sealed bids are publicly opened and read at the time and place designated in the bid documents and legal notices. All information regarding the opening of a bid will be detailed within the bid specifications.

All bid tabulations showing bid results are available for public inspection during regular business hours at the Purchasing Department.

Purchase Orders and/or contracts are awarded to the lowest responsible and responsive bidder(s) meeting village specifications.

Additionally, the Village passed a "best value" local law in accordance with New York State General Municipal Law 103 and New York State Finance Law 163 awarding Purchase Orders and/or contracts on the basis of "best value" optimizing quality, cost and efficiency.

The village reserves the right to reject any and all bids or parts of bids when such rejection is in the best interest of the village. The village reserves the right to award all bids on an item-by-item or aggregate basis, whichever is deemed in the best interest of the village.

If a good or service receives no bids by the due date, it will be put out to bid a second time. If no bids are received a second consecutive time, the village reserves the right to secure the good or service with any vendor of their choosing. Likewise, if any or all bids received are not satisfactory to the village's requirements and/or expectations, such bids will be rejected, and the bid will be put out a second time. If after the second consecutive bid, the village's requirements and expectations are still not met by any bids, those bids will be rejected as well, and the village will have the right to secure the good or service from any vendor of their choosing.

REQUEST FOR PROPOSAL (RFP)

Requests for Proposals, (RFP), are traditionally used as a means of obtaining all types of goods and services. A request for proposal and evaluation of proposal can consider price plus other factors such as experience, staffing and professional reputation.

The RFP involves making a request for various firms/individual(s) and then evaluating the proposals received. The Village Attorney will review all contracts. The Village Board of Trustee's approval must be obtained prior to the execution of such contract with the selected firm/individual(s).

RFPs are NOT opened in public nor read aloud publicly. They are opened in the office of the Department head(s) overseeing and making the final determination. A copy of each response, along with an evaluation sheet, and memo/letter of confidentiality, (if applicable), is given to each member making the decision. Once a decision has been made, evaluation results are given to the Purchasing Agent for final review before going to the Village Board of Trustees for final approval. Only the winning bidder will receive an actual award notification. Non-winning proposers are only notified if the Department overseeing the RFP would like them to be notified. Once a fully executed contract is signed, the award is posted to Bidnet, the NY State Contract Reporter and Bid Services. The Board of Trustees reserves the right to waive any informalities in, or reject any and all RFPs, and to accept the RFP which they deem most favorable to the interest of the village.

BID PRICES SUBMITTED

The bid price submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the village. All prices submitted must include all delivery charges to Inc. Village of Hempstead.

PREVAILING WAGES

Prevailing wages shall be paid for each contract to which the municipality may involve the employment of laborers, workmen or mechanics, as outlined in Articles 8 (Construction), and 9 (Building Services) of the New York State Labor Law.

INSURANCE

The village requires that insurance be procured with the specified coverage amounts required and an insurance declaration page and/or copy of the policy provided prior to a purchase order or payment. The declaration page or policy provided must name "Inc. Village of Hempstead" as a named insured. In addition, if the service being provided is considered a "Professional Service", a "Certificate of Professional Liability" must be provided, naming the village as a named insured.

IRAN DIVESTMENT ACT

In accordance with the Iran Divestment Act of 2012, all bids must include the statement of non-investment in the Iranian energy sector contained in 103-g of the General Municipal Law, subscribed and affirmed by the bidder as true under the penalties of perjury.

SECURITY

If security is required, the bid invitation will indicate the kind and amount of security needed. Submitted bid packages will not be considered by the village if the specified security is not enclosed.

The village uses two types of security:

- ▣ **BID DEPOSIT: (Certified Check or Bid Bond):** The deposit must be for the amount specified in the bid invitation. The Deposit will be forfeited to the village should the successful bidder fail to enter into a contract or to accept a purchase order. Bid Deposits are returned to the unsuccessful bidders by mail.
- ▣ **PERFORMANCE, LABOR AND MATERIAL BONDS:** These bonds may be required from a successful bidder on certain bids. The village holds these bonds until all contract obligations are satisfactorily met. The bonds may be forfeited to the village should the successful bidder fail to comply with the terms and conditions set forth in the specifications and the award. Bonds are to be made payable to the "Inc. Village of Hempstead".

CREDIT CARD

Any purchases of goods and services requiring the use of the Village's Credit Cards must first be brought to the attention of the Village Treasurer and Purchasing Agent for review and approval. All rules and guidelines in the Village's Credit Card Policy must be followed.

The Village of Hempstead is a tax-exempt municipality and, as such, all card users must make an effort to have taxes removed from the transaction before the credit card is charged for the purchase.

AWARD OF CONTRACT

Award of contract will be made to the lowest responsible and responsive bidder whose proposal shall comply with all of the provisions required in the bid package, as well as all New York State General Municipal Law and any other applicable state and local laws. The Village reserves the right to waive any informality or to reject any or all proposals and may advertise for new proposals, if in its opinion the best interest of the village will be served. The village may require any or all bidders to present evidence of experience, ability and financial standing as well as a statement as to the equipment which they will have

available for the execution of the contract. The village at its discretion reserves the right to award a contract either on an item-by-item basis or as a total award of all items in combination.

DELIVERIES

Deliveries to departments are to be completed between the hours of 8:30 AM and 4:15 PM unless otherwise specified on the Purchase Order.

All Bills of Lading are to include a complete "Ship To" address and Purchase Order numbers, as they appear on the Purchase Order received.

Each department is responsible for initiating and completing any returns for any of their deliveries.

INVOICING AND PAYMENT

To ensure prompt payment of a Purchase Order, invoices containing the proper information must be submitted to the "Ship To" address indicated on the Purchase Order.

Invoices must contain the Purchase Order number, quantities, complete and detailed item/service description, unit of measure and total prices as stated on the Purchase Order. Authorized village representatives will issue no payments prior to receipt and acceptance of products and services.

Inc. Village of Hempstead is exempt from paying all Sales Tax and Compensating Use Tax imposed by the State pursuant to N.Y.S. Tax Law 1116(A)(1). Upon request, a letter attesting to this fact will be executed and signed by the Inc. Village of Hempstead Treasurer.

UNIFORM GUIDANCE

To the extent that its requirements are not already included in this Policy, the village will comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, ("Uniform Guidance") when making purchases directly charged to a federal award. The village's contracts with respect to these purchases will contain the applicable provisions set forth in Appendix II to Part 200, Contract Provisions for Non- Federal Entity Contracts Under Federal Awards.

GIFTS AND GRATUITIES

Village policy prohibits acceptance of gifts in excess of \$75, at any time, as per the Village's Code of Ethics. Employees must not become obligated to any supplier and shall not participate in any village transaction from which they will benefit directly or indirectly.

For more information, please contact:

**Inc. Village of Hempstead, Purchasing Department
99 James A Garner Way
Hempstead, NY 11550
Phone: 516-478-6287
Fax: 516-489-1264**

COUNTY OF NASSAU

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

1. Name of the Entity: Incorporated Village of Hempstead

Address: 99 James A Garner Way

City: HEMPSTEAD State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

2. Entity's Vendor Identification Number: 11-6000842

3. Type of Business: Other (specify) Government Municipality

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):

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.

Waylyn Hobbs, Jr. - Mayor, Jeffery Daniels - Deputy Mayor, Noah Burroughs, Tanya L. Carter, William R. Whitaker II - Trustees. These are our Board of Directors. Why I cannot add them to #4, I do not know.

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):

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

(c) List whether and where 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:

LARRY LUTZ [LLUTZ@VILLAGEOFHEMPSTEADNY.GOV]

Dated: 05/07/2026 11:18:07 am

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



Nassau County Interim Finance Authority

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

1. Vendor: Inc. Village of Hempstead

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 Village of Hempstead for upgrades and enhancements to the gym and fitness center at Mirschel Park in Village of Hempstead.

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

07/08/2026

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.