Contract ID#: CQTS16000005



Department: Traffic Safety Board

E-235-16

Contract Details

SERVICE Alcohol Education

New ⊠ Renewal □	1) Mandated Program:	Yes 🗌 No 🖂
Amendment	2) Comptroller Approval Form Attached:	Yes ⊠ No □
Time Extension	3) CSEA Agmt. § 32 Compliance Attached:	Yes No No
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐ No ⊠
Blanket Resolution RES#	5) Insurance Required	Yes No

Agency Information

Name	Vendor ID#
Community Parent Center	110275007 01
Address	Contact Person
Brookside School, Room 31	Wendy Tepfer
1260 Meadowbrook Road No. Merrick, NY 11566	Phone
110. 110.110.1, 11.1 11.000	(516) 771-9346

A CONTRACTOR OF THE PERSON OF	County Department
100	Department Contact
۱	Christopher Mistron, STOP-DWI
l	Coordinator
r	Address
	1194 Prospect Avenue
	Westbury, NY 11590
ľ	Phone
	(516) 571-7021

Routing Slip

DATE Rec'd.	DEPARTMENT		DATE- Appv'd&- Fw'd.	SIGNATURE	Leg. Approval
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	× 6 30/4 √ 6 30/16	Chapter Chief	
	OMB	NIFS Approval	□ 7h 16	Mil Vatur	Yes No Not required if blanket resolution
7/5/16	County Attorney	CA RE & <u>Insurance</u> Verification	1/8/16	a. Junati	
711/16	County Attorney	CA Approval as to form	19/03/16	1	
9/21/16	Legislative Affairs	Fw'd Original Contract to CA	- drifte	MKL	
, , ,	Rules 📈 Leg. 🛄				Yes Ino 🗆 🖰
	County Attorney	NIFS Approval			
	ComptrolleSS ∶E ⊂	NIFS Approvd []]		\bigcap	
130/11	County Executive	Notarization Filed with Clerk of the Leg.	1/2./11	(lM	

RECEIVED



Department: Traffic Safety Board

Contract Summary

Description: COMMUNITY PARENT CENTER - 1/1/16-12/31/16

Purpose.: Grant is to fund personal services for program director, project manager and elerical assistant. The Director shall focus on the scheduling of the high school teen driving program, "Driving in the Safe Lane." The Parent Center also offers a variety of workshops for parents and children focusing on parenting issues, family wellness, alcohol and substance abuse prevention and healthy alternatives. The Director shall also coordinate efforts with the Nassau District Attorney's "Choices and Consequences" program with is an alcohol education program for high school seniors.

Method of Procurement: The contract will be funded with STOP-DWI grant funds. The Traffic Safety Board has as one of its functions the responsibility of coordinating the PI&E component of the county's STOP-DWI Grant program as articulated in Article 31, Section 1197 of the New York State VTL. One of the functions of the STOP-DWI Coordinator is to assess the effectiveness of various programs and make a determination as to the expansion and improvement of successful countermeasures. The Coordinator identifies a number of program priorities and an RFP is submitted to all Traffic Safety Board members. The Coordinator reviews and selects PI&E proposals that address identified problem areas and merit funding.

Procurement History: The county has a history of cooperating with not-for-profit community groups to do community outreach and highway safety programs. The county contracts with the vendor. All proposed expenditures are made according to the approved program budget. All expenses are paid by STOP-DWI grant funds and do not involve the expenditure of any general funds.

Description of General Provisions: The contract will provide for the coordination of a series of parent and student safe driving seminars which address a multitude of issues including impaired driving. These seminars are to be held in various high school and middle schools in Nassau County.

Impact on Funding / Price Analysis: Funds are 100% reimbursable from STOP-DWI grant funds and no county match is required.

Change in Contract from Prior Procurement: No change from the prior grant award.

Recommendation: (approve as submitted)

Advisement Information

- BUDGET C	ODES
Fund:	GRT
Control:	TS81
Resp:	X6
Object:	DE
Transaction:	501

: RENEW	$\mathbf{AL}_{U}^{\mathbf{r}}$,
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	XXXXXXX
County	\$ -0-
Federal	\$
State	\$
Capital	\$
Other	\$ 50,000.00
TOTAL	\$ 50,000.00

LINE	The state of the s	-AMOUNT
g 1 (22, 40 1 1 2 3 3 3	-TSGRT810001147DE 501	\$ 50,000.00
2		\$
PROBATET		\$
4	y unal	\$ 53
12505		\$
6	Company of the State of the Sta	\$
	TOTAL	\$ 50,000.00
		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4

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Document Prepared By:	Christopher Mistron, Nassan County STOP-DWI C		Date:		116
		///		,	,

Marain 1	NIES Certification (2015)	Comptroller Certification (1984)	is in the second	Column Executive Approval
	I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name (MM
Name:		Name	Date	0.1
				1/2011
Date:		Date		(For Office Use Only)
			E #:	

RULES RESOLUTION NO. - 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF COUNTY TRAFFIC SAFETY AND
COMMUNITY PARENT CENTER

WHEREAS, the County has negotiated a personal services agreement with Community Parent Center to conduct a teen driving program for students and their parents entitled "Driving in the Safe Lane", a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with Community Parent Center.



Nassau County Interim Finance Authority

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

inity Parent Cer	ter inc.		
			
ent Amend	lment		
et g funds above the nent only	amount previousl	iy approved l	by NIFA
Yes	✓ No		
rant Fund (GRT) I S	Federal % State % 100% County %	<u>.</u> _	
√ ₁	es es	No	
<i>Y</i>	es	No	
7	es	No 🗸	N/A
<i>Y</i>	es	No 🗸	_ N/A
he item for whi	ch this approv	al is reques	sted:
ified child safety seat tech n and will help educate pa	inician with a specialty in grents and care providers	the special needs with the ability to	population.
er procedures a	ınd thereby ap	proved by t	the:
Yes No	N/A N/A		
n where approv	al for this item	ı was provi	ided:
		· · · · · · · · · · · · · · · · · · ·	
thic or on affili	atad nants swith	in the pric	
uns vi an anni	aren barty will	im the pric	,, 12 MOM
	ent Amend et gfunds above the a nent only Yes Yes Yes Amend Yes Yes Yes Yes Amend Yes Yes Yes Yes Yes Yes Yes Yes	rant Fund (GRT) Federal % State % County % Yes Yes Yes Yes Yes Yes Yes Ye	ant Amendment to funds above the amount previously approved in a fund above the amount previously approved in a fund (GRT) Yes No Yes _

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.

Signature	Title	Date
Print Name		
	COMPTROLLER'S	S OFFICE
	assau County Approved Budget a	ormation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, plea	se check the correct response:	
I certify that the f	unds are available to be encumbe	ered pending NIFA approval of this contract.
· · ·	nding for this contract has been app	roved by NIFA. ut the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
· · · · · · · · · · · · · · · · · · ·	NIFA	
Amount being approved	by NIFA:	
Signature	Title	Date
Print Name	<u> </u>	

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

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

NIFA reserves the right to request additional information as needed.

George Maragos Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Community	Parent Center
CONTRACTOR ADDRESS: Brookside S Rd.No. Merrick, NY 11566	School, Room 31, 1260 Meadowbrook
FEDERAL TAX ID #: 1102275007 01	
Instructions: Please check the appropria roman numerals, and provide all the request. □ The contract was awarded to the lower	ested information. est, responsible bidder after advertisement
for sealed bids. The contract was awarded in	after a request for sealed bids was published [newspaper] on
in[date]. The sealed bids were publicly opened on sealed bids were received and opened.	[date]. [#] of
II. □ The contractor was selected pursuant	t to a Request for Proposals.
The Contract was entered into after a wi [date]. Potential proposers	ritten request for proposals was issued on were made aware of the availability of the RFP by
advertisement in	[newspaper], posting on industry websites, via
email to interested parties and by publication on the on[date][e County procurement website. Proposals were due
evaluation committee consisted of:	batto ii proposato voto rotorou and ovaldator. The
	(list # of persons on
committee and their respective departments). The p	proposals were scored and ranked. As a result of the
scoring and ranking, the highest-ranking proposer wa	as selected.

III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.
IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.
☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.
V. No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.
A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

Department Head Signature

9.28.16 Date

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?	
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.	
The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.	
Dated: 4216 Vendor: Association for the Community Haren Signed: Man hanci Print Name: NINA LANCE Title: Tresident	+ Pn

COUNTY OF NASSAU

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

1. Name of the Entity: ASSOCIATION For the Community Parent Center, Inc
Address: 1260 Headowbrook Rd. Brooks Ide School-Rm 31
City, State and Zip Code: No - Herrick . Ny . 11566
2. Entity's Vendor Identification Number: # 11-0275007
3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability CoClosely Held Corp501(c)3 - Not For Profif Other (specify)
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):
chool Advisory Board list attached.

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.

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.

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



Page 3 of 4

(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. Λ

Dated: 4/2/11

Signed: *

Print Name:

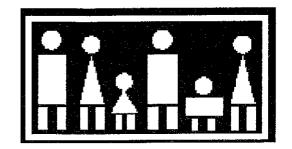
DA LANCI

Title:

de: Resident

Page 4 of 4

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.



COMMUNITY PARENT CENTER

Brookside School Room 31 1260 Meadowbrook Road North Merrick, New York 11566 Phone-516-771-9346—Fax 516-771-9356 E-mail cpc1260@hotmail.com

ADVISORY BOARD OF DIRECTORS

Last Name	First Name	Address	Town	State	Zip	Affiliation	Years/Pos
Dezak	Joanne	Bellmore UFSD, 580 Winthrop Ave.	Bellmore	NY	11710	Asst Superintendent BUFSD	Mem
Famularo	Dr. Joseph	Bellmore UFSD, 580 Winthrop Ave.	Bellmore	NY	11710	Superintendent BUFSD	Mem
Feller	David	N. Merrick UFSD 1057 Merrick Ave.	No. Merrick	NY	11566	Superintendent NMUFSD	Mem
Friedman	Beth	NMUFSD 1057 Merrick Ave.	No. Merrick	NY	11566	Asst Superintendent NMUFSD	Mem
Karp	Jill	Merrick UFSD 21 Babylon Rd.	Merrick	NY	11566	Asst Superintendent MUFSD	Mem
Lanci	Nina	2616 Martin Ave	Bellmore	NY	11710	No. Bellmore Bd of Ed	Pres
Pollitt	Jane	N. Bellmore UFSD 2616 Martin Ave.	Belimore	NY	11710	Asst Superintendent NBUFSD	Mem
Raia	Camille	2188 Seneca Drive South	Merrick	NY	11566	Community	Treas
Seinfeld	David	BMCHSD 1260 Meadowbrook Rd.	No. Merrick	NY	11566	Asst Superintendent BMCHSD	Mem
Steinberg	Mark	BMCHSD 1260 Meadowbrook Rd.	No. Merrick	NY	11566	BMUST President BMCHSD	Mem
Weiss	David	406 Bedford Ave	Bellmore	NY	11710	Chamber of Commerce Bellmore	Mem

PRINCIPAL QUESTIONNAIRE FORM

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

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

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

	Principal Name NINA-LANCI- President of Community Parent Center School Advisory Board -signs all	contracts
	Date of birth — / _/	
	Home address 227 Oak Street	
	City/state/zip Bellmere, New York 11710	
	Business address 1600 Walt Whitman Road	
	City/state/zip — Melville NY 11747	
	Telephone 631-249-1110	
	Other present address(es)	
	City/state/zip	
	Telephone	
	List of other addresses and telephone numbers attached	
2.	Positions held in submitting business and starting date of each (check all applicable)	
	President 1/1/2007 Treasurer / / / There are no officers or individual	duals
	Chairman of Board//_Shareholder /_/ who hold any ownership inter	est in the
	Chief Exec. Officer//_Secretary// Community Parent Center	
	Chief Financial Officer//Partner//Vice	
	President///////	
	(Other)	
3.	Do you have an equity interest in the business submitting the questionnaire? NO \underline{X} YES If Yes, provide details.	
4.	Are there any outstanding loans, guarantees or any other form of security or lease or any other type contribution made in whole or in part between you and the business submitting the questionnaire? N YES If Yes, provide details.	
5.	Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO \underline{x} YES $\underline{\ }$; If Yes, provide definition of the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization of the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization of the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization of the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization of the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization of the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization of the past 3 years.	tails.
6.	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 the past 3 years while you were a principal owner or officer? NO \underline{X} YES If Yes, provide det	in :ails.

PQF (02/2016)

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. 7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer: a. Been debarred by any government agency from entering into contracts with that agency? NO X YES If Yes, provide details for each such instance. b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO <u>y</u> YES ____ If Yes, provide details for each such instance. c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO \underline{X} YES_____ If Yes, provide details for each such instance. d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO \underline{X} YES If Yes, provide details for each such instance. 8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.) a) Is there any felony charge pending against you? NO \underline{x} YES____ If Yes, provide details for each such charge. b) Is there any misdemeanor charge pending against you? NO X____ YES ___ If Yes, provide details for each such charge. c) Is there any administrative charge pending against you? NO X YES ____ If Yes, provide details for each such charge. d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES If Yes, provide details for each such conviction. e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES If Yes, provide details for each such conviction.

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

NO X YES If Yes, provide details for each such occurrence.

PQF (02/2016)

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

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, NEWA LANCE , being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworp to before me this Clo day of Notary Public, State of New York
No. 01GA6118148
Qualified in Nassau County
Commission Expires Nov. 1, 20

association for the Community Parent Center the

Print name A

* Muna hunci

Title

6, 2,2016

WENDY TEPFER BIO

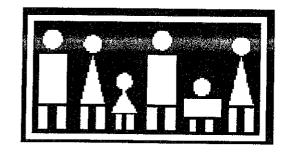
Wendy Tepfer - Executive Director of the Community Parent Center since 2002. She has developed and implemented parent, faculty/staff and student education programs for the Bellmore-Merrick CHSD, Bellmore-Merrick elementary school districts and numerous Nassau County public and parochial schools Program Topics: safe teen driving, substance abuse prevention, internet safety, bullying/cyber-bullying, adolescent suicide awareness prevention, school violence prevention, youth health, nutrition and fitness.

Accomplishments

- Developed Driving in the Safe Lane program
- Member of the Long Island Youth Safety, Nassau County Heroin Prevention Task Force, NYS Partnership for Teen Driver Safety, Nassau County Traffic Safety Board
- Works in collaboration with PTA, DA's office, Police Department, Youth Board, local hospitals and civic organizations

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- NYS Governor's Traffic Safety Committee Chairman's Award 2011
- NYS United Teachers (NYSUT) Long Island Directors "Special Friend of Education Award" 2008
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COMMUNITY PARENT CENTER

Brookside School Room 31 1260 Meadowbrook Road North Merrick, New York 11566 Phone-516-771-9346—Fax 516-771-9356 E-mail cpc1260@hotmail.com

ADVISORY BOARD OF DIRECTORS

Last Name	First Name	Address	Town	State	Zip	Affiliation	Years/Pos
Dezak	Joanne	Bellmore UFSD, 580 Winthrop Ave.	Bellmore	NY	11710	Asst Superintendent BUFSD	Mem
Famularo	Dr. Joseph	Bellmore UFSD, 580 Winthrop Ave.	Bellmore	NY	11710	Superintendent BUFSD	Mem
Feller	David	N. Merrick UFSD 1057 Merrick Ave.	No. Merrick	NY	11566	Superintendent NMUFSD	Mem
Friedman	Beth	NMUFSD 1057 Merrick Ave.	No. Merrick	NY	11566	Asst Superintendent NMUFSD	Mem
Karp	Jill	Merrick UFSD 21 Babylon Rd.	Merrick	NY	11566	Asst Superintendent MUFSD	Mem
Lanci	Nina	2616 Martin Ave	Bellmore	NY	11710	No. Bellmore Bd of Ed	Pres
Pollitt	Jane	N. Bellmore UFSD 2616 Martin Ave.	Belimore	NY	11710	Asst Superintendent NBUFSD	Mem
Raia	Camille	2188 Seneca Drive South	Merrick	NY	11566	Community	Treas
Seinfeld	David	BMCHSD 1260 Meadowbrook Rd.	No. Merrick	NY	11566	Asst Superintendent BMCHSD	Mem
Steinberg	Mark	BMCHSD 1260 Meadowbrook Rd.	No. Merrick	NY	11566	BMUST President BMCHSD	Mem
Weiss	David	406 Bedford Ave	Bellmore	NY	11710	Chamber of Commerce Bellmore	Mem

Business History Form

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

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

blanks. (USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). 1) Bidder's/Proposer's Legal Name: ASSOCIATION For the Community Varentlewer Inc 2) Address of Place of Business: 1260 Meadow brook Rd. No Herrick. NY 11566 List all other business addresses used within last five years: \mathcal{NONE} Does the business own or rent its facilities? $\,\,\mathcal{N}\mathcal{O}\,$ 4) Dun and Bradstreet number: 07-350-7357 5) Federal I.D. Number: 11 0075 007 6) The bidder/proposer is a (check one): Sole Proprietorship Corporation Other (Describe) 501 (c) 3 NOT FOR DOT 7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___/No X If Yes, please provide details: _____ 8) Does this business control one or more other businesses? Yes If Yes, please provide

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

/No)
✓ If Yes, provide details.

details:

business? Yes

11) Has If Ye	the bidder/proposer, during the past seven years, been declared bankrupt? Yes No X
busii fede owne civil : such	e past five years, has this business and/or any of its owners and/or officers and/or any affiliated ness, been the subject of a criminal investigation and/or a civil anti-trust investigation by any ral, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any er and/or officer of any affiliated business been the subject of a criminal investigation and/or a anti-trust investigation by any federal, state or local prosecuting or investigative agency, where investigation was related to activities performed at, for, or on behalf of an affiliated business. No If Yes, provide details for each such investigation.
busir fedei of an but n indivi	e past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated ness been the subject of an investigation by any government agency, including but not limited to ral, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer affiliated business been the subject of an investigation by any government agency, including ot limited to federal, state and local regulatory agencies, for matters pertaining to that idual's position at or relationship to an affiliated business. Yes No If Yes, provide its for each such investigation
eithei perta	any current or former director, owner or officer or managerial employee of this business had, r before or during such person's employment, or since such employment if the charges ined to events that allegedly occurred during the time of employment by the submitting less, and allegedly related to the conduct of that business: a) Any felony charge pending? No Yes If Yes, provide details for each such charge
	b) Any misdemeanor charge pending? No \(\sum_\) Yes If Yes, provide details for each such charge
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No Yes If Yes, provide details for each such conviction
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No \(\) Yes If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes If Yes provide details for each such

	occurrence.				
business to any pre	15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No Y Yes; If Yes, provide details for each such instance				
applicable and sewe detailed r	ast (5) tax years, has this business failed to file any required tax returns or failed to pay any e federal, state or local taxes or other assessed charges, including but not limited to water er charges? No Y Yes If Yes, provide details for each such year. Provide a esponse to all questions checked 'YES'. If you need more space, photocopy the te page and attach it to the questionnaire				
appropriate p	ailed response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire.				
17) Conflict of a)	Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist,				
plea	(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.				
	(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.				
	(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.				
	NO CONFLICT EXISTS				
b)	Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. AND PRESENT ANY POTENTIAL ISSUES TO THE COUNTY FUR GUIDANCE				

Α,	Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified See a Hached bio						
	Should the bidder/proposer be other than an individual, the bid/proposal MUST include:						
	i) Date of formation; 1968						
	ii) Name, addresses, and position of all persons having a financial interest in the cincluding shareholders, members, general or limited partner; トロルビ						
	iii)	Name, address and position of all officers and directors of the company; - See a Hacked					
	iv)	State of incorporation (if applicable); $N\sqrt{S}$					
	v)	The number of employees in the firm; 1					
	vi)	Annual revenue of firm; 501603 not for profit					
	vii)	Summary of relevant accomplishments - See bio attached					
	viii)	Copies of all state and local licenses and permits. $NDNE$					
B.	Indicat	ndicate number of years in business. 28 yrs					
c.	Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. YONE						
D.	Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.						
	Company DEDICATEDD						
	Contact Person MARGE LEE						
	Address 1058 DELMAR AVE .						
	City/State FRANKLIN SQUARE. NY 11010						
	Telephone 516:352-7990						
	Fax# NONE						
	E-Mail Address dedicated 400 apl. com						
	and Salay March						

Company Ny Coahitron For TRANSportation Safety				
Contact Person Cynthia Brown				
Address 213-37 39th ave - Box 204				
City/State Bayside Ng. 11364				
Telephone 571-6808				
Fax# V/A				
E-Mail Address M/COO HOBOOLCOW				
company Bellmore Merrick CHSD				
Contact Person DAVID Seinfeld.				
Contact Person UAVID Jeinteld ·				
Address 1260 Meadowbrook Rd -				
Address 1260 Meadowbrook Rd.				
Address 1260 Meadowbrook Rd. City/State N. Mernek NY 11566				

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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MARY KATE GALLUCCIO Notary Public, State of New York Sworn to before me to say to 18 187 of Qualified in Nassau County Commission Expires Nov. 1, 20					
Notary Public Walluccio					
Name of submitting business: Association for the Community Farent Center, the By: ATNA LANCI Print name Signature Title 1 7 7 1 1/2 Date					

WENDY TEPFER BIO

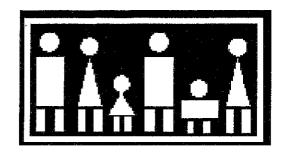
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Weiss	David	406 Bedford Ave	Bellmore	NY	11710	Chamber of Commerce Bellmore	Mem

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of	2016, (together with the
schedules, appendices, attachments and exhibits, if	any, this " <u>Agreement</u> "), between (<u>i</u>)
Nassau County, a municipal corporation having its pr	incipal office at One West Street,
Mineola, New York 11501 (the "County"), acting on b	ehalf of the County Department of the
County Traffic Safety, having its principal office at 11	94 Prospect Avenue, Westbury, NY
11590 (the "Department"), and (ii) the COMMUNITY	PARENT CENTER, a New York State,
not-for-profit Corporation, having its principal office a	t the Brookside School, 1260
Meadowbrook Road, North Merrick, NY, 11566 (the '	(Contractor).

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

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

- 1. <u>Term.</u> This Agreement shall commence on January 1, 2016 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement include the conduct of a teen (middle/high school/college) driving program for students and their parents entitled "Driving in the Safe Lane." Evening workshops that address the risk factors associated with crashes, injuries and fatalities are held throughout Nassau County. Information on driver licensing, parental guidelines, and legal issues surrounding alcohol use for drivers under the age of twenty-one is included in presentations.
- 3. <u>Payment</u>. (a) <u>Amount of Consideration</u>. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed **Fifty Thousand Dollars (\$50,000.00)** payable as described in the attached program budget referred to as "Appendix A" and made part hereof.
- (b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the 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 Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

- (c) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (d) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (e) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- 4. <u>Independent Contractor</u>. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "<u>Contractor Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. <u>No Arrears or Default</u>. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law.

- (a) <u>Generally.</u> The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE and U attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event

- that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the information so that the Contractor may take such action as it deems appropriate.
- 7. <u>Minimum Service Standards</u>. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- (b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- 8. <u>Indemnification; Defense; Cooperation.</u> (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; <u>provided</u>, <u>however</u>, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified

Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance.</u> (a) <u>Types and Amounts.</u> The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) <u>Delivery; Coverage Change; No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 10. <u>Assignment; Amendment; Waiver; Subcontracting</u>. This Agreement and the rights and obligations hereunder may not be in whole or part (<u>i</u>) assigned, transferred or disposed of, (<u>ii</u>) amended, (<u>iii</u>) waived, or (<u>iv</u>) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and

any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

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

- (b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- 12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- 13. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE

under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14. <u>Work Performance Liability.</u> The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 18. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 19. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties 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.

If the Contractor is a not-for-profit, religious or charitable organization or a governmental entity and the Contractor requests that the charge be waived, then please ask the Deputy County Executive in charge of your vertical to determine whether the charge should be waived.]

- 20. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

By: MANGI- Name: VINA LANCI- Title: Freschot Date: 41-29,2016	
NASSAU COUNTY	
By:	

PLEASE EXECUTE IN <u>BLUE</u> INK

	STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
	On the day of five in the year 201 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of five in the framework, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.
*	MARY RATE GALL SCIO Notary Public, State of New York No. 01GA6118148 Qualified in Nassau County Commission Expires Nov. 1, 20 MUY Late Juliceu STATE OF NEW YORK))ss.: COUNTY OF NASSAU)
	On the day of in the year 201 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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

By: Name: Title: Date: ### Aum. #### Date: ###################################	
NASSAU COUNTY	
By:	

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the 29th day of futurity in the year 201 before me personally came have to me personally known, who, being by me duly sworn, did depose and say that he she resides in the County of futurity is that he she is the herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.
MARY KATE GALLUCCIO Notary Public State of New York No. 01GA6118148 Qualified in Nassau County Commission Expires Nov. 1, 20
STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the day of in the year 201 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.
NOTARY PUBLIC

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

By: Man ham	
Name: NINA LANCI	_
Title: President Date: 14,29,2016	
NASSAU COUNTY	
Ву:	_
Name:	
Title: Deputy County Executive Date:	-

PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)
)ss.: COUNTY OF NASSAU)
On the day of Library in the year 2016 before me personally came to me personally known, who, being by me duly sworn, did depose and say that hear she resides in the County of County of County of that hear she is the Heardent of County of County of the board of directors of said corporation. MARY PUBLIC MARY ATE GALLUCCIO Notary Public, State of New York No. 01GA6118148 Qualified in Nassau County Commission Expires Nov. 1, 20/6
STATE OF NEW YORK))ss.:
COUNTY OF NASSAU)
On theday of in the year 201 before me personally came to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.
NOTARY PUBLIC

APPENDIX A

Community Parent Center January 1 - December 31, 2016 BUDGET

Personal Services

 Director - 1000 Hours @ \$30 p/hr
 \$30,000.00

 Project Manager - 600 Hours @ \$25 p/hr
 \$15,000.00

 Clerical Assistant - 25 Hours @ \$10 p/hr
 \$500.00

 Total Personal Services
 \$45,500.00

OTPS

Accounting Services; Utilities/telephone; Equipment maintenance contracts; Outreach/Advertising; Printing;

Promotional Items; Postage; Web design/

Maintenance; Water for Programs;

Office Supplies, Program Supplies/Resources

Program Equipment

Community Educational Program
Speakers/Consultants; Program Refreshments
Professional Seminars/Memberships

Total OTPS \$4,000.00

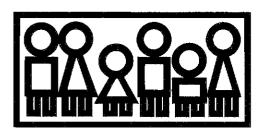
<u>Travel</u>

Meetings; Programs/ Conferences; Mileage;

Lodging; Meals; Parking; Tolls \$500.00

Total Budget \$50,000.00

COMMUNITY PARENT CENTER



Brookside School, Room 31 1260 Meadowbrook Road North Merrick, NY 11566 (516) 771-9346 FAX: (516) 771-9356 CPC1260@hotmail.com

November 18, 2015

Mr. Chris Mistron Nassau County Traffic Safety Board 1194 Prospect Avenue Westbury, NY 11590

Grant Proposal Nassau County Traffic Safety Board January 1, 2016 to December 31, 2016

Dear Mr. Mistron,

Thank you for your support of the Community Parent Center in 2015. The 2015 Traffic Safety Board Grant enabled the Center to fund the employment of staff (director, project manager, clerical assistant), programs/workshops/events, travel for programs/conferences, general operating expenses and other costs associated with presenting parent/teen education programs in Bellmore, Merrick and communities throughout Nassau County. These programs address teen driving safety, alcohol/substance abuse and violence prevention. There has been a substantial increase in the demand for our programs and we are receiving requests to develop new programs on topics of current interest. To meet these ever growing needs, the Parent Center is requesting a grant in the amount of \$50,000.00 for 2016.

Motor vehicle crashes remain the leading cause of death among teenagers; accounting for 1 in 3 deaths among the age group 16-19. The Parent Center will to continue to reach Nassau County teens (middle, high school, college) and their parents at evening workshops and other venues addressing the risk factors that are associated with these crashes, injuries and fatalities. We will collaborate with school districts and other organizations assisting them in implementing enhancements to their existing programs that address the dangers facing teenagers: underage drinking, other drug use, and reckless driving.

The Community Parent Center works to provide parents, families, schools and communities with education, resource information and the support they need to raise resilient children who are confident, non-violent and drug free. Thousands of families attend and benefit from our programs annually. The Parent Center's goal is to enhance our communities by providing support to the parents and children that live in them. The Center strives to empower youth, strengthen families, create healthy alternatives, and establish partnerships with parents within our community by providing quality parent education programs concerning: Safe Teen Driving, Transition to Middle School, Youth Violence Prevention, Bullying/Harassment, Substance and Alcohol Abuse Prevention.

The Parent Center works cooperatively with local school districts, alternative high school programs, local colleges, parent groups and community organizations. The Center also works in collaboration with the Nassau Pediatric Society and the following Nassau County Departments: Traffic Safety Board, Department of Drug and Alcohol, Police Department and the District Attorney's Office. The Parent Center Director is a member of the Long Island Youth Safety Coalition and the Nassau County Heroin Prevention Task Force. The Center serves as an active member of the New York State Teen Driver Safety Coalition, whose mission supports initiatives and programs which reduce teen driving crashes, fatalities, and injuries on NYS roadways.

As the needs of our communities grow, the Parent Center must be prepared and ready to meet them. The Association for the Community Parent Center is requesting a \$50,000.00 grant to fund the employment of staff (director, project manager, clerical assistant), general operating expenses, programs/workshops/events and the costs associated with them. This funding will allow the Center to provide the community with vital programs that address the difficult, everchanging and challenging issues parents and children face in today's world. The Nassau County Traffic Safety Board will remain an important member of a partnership that is committed to supporting parents in their efforts to do what is best for their children.

Thank you for your consideration of this request.

Respectfully Submitted,

Wendy Tepfer

Director

APPENDIX A

Community Parent Center January 1 – December 31, 2016 Traffic Safety Board Budget

Personal Services

 Director - 1000 Hours @ \$30 p/hr
 \$30,000.00

 Project Manager - 600 Hours @ \$25 p/hr
 \$15,000.00

 Clerical Assistant - 50 Hours @ \$10 p/hr
 \$500.00

Total Personal Services

\$ 45,500.00

OTPS

Accounting Services; Utilities/telephone; Equipment maintenance contracts; Outreach/advertising; Insurance; Printing; Promotional Items; Postage; Web design/ Maintenance; Water for Programs; Office Supplies, Program Supplies/Resources Program Equipment

Community Educational Programs
Speakers/Consultants; Program Refreshments
Professional Seminars/Memberships

Total OTPS \$ 4,000.00

Travel

Meetings; Programs/ Conferences; Mileage;

Lodging; Meals; Parking; Tolls \$ 500.00

Total Budget \$50,000.00

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1.	The chief executive officer of Contractor is:	
	Nina Lanci	_ (Name)
	1260 Meadowbrook Rd., N. Merrick, NY	_(Address)
	516-771-9346	_ (Telephone Number)
2.	The Contractor agrees to either (1) comply with the requirements of Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the requirements of the Law. In the event that the Contractor of the requirements of the Law or obtain a waiver of the requirements. Contractor establishes to the satisfaction of the Department that at of this Agreement, it had a reasonable certainty that it would receive on the Law and Rules pertaining to waivers, the County will agree contract without imposing costs or seeking damages against the Country without damages against the Country without imposing costs or seeking damages against the Country without damages against the C	irements of the Law oes not comply with s of the Law, and such the time of execution we such waiver based to terminate the
3.	In the past five years, Contractor hasX_ has not been for government agency to have violated federal, state, or local laws re wages or benefits, labor relations, or occupational safety and healt been assessed against the Contractor, describe below:	gulating payment of
4.	In the past five years, an administrative proceeding, investigation, initiated judicial action has _X_ has not been commenced	

	the Proposer/Bidder in connection wages or benefits, labor relations, or action, or investigation has been con	occupational safety	and health. If such a proceeding	
5.	Proposer/Bidder agrees to permit acc authorized County representatives for Living Wage Law and investigating	or the purpose of mo	onitoring compliance with the	
belief,	by certify that I have read the foregoing it is true, correct and complete. Any attend true as of the date stated below -29. Zo14	statement or represe		
Dated		Signature of Chief	Executive Officer	
		DINA	LANCI	
Notar	IARY KATE GALLUCCIO by Public, State of New York No. 01GA6118148 talified in Nassau County ission Expires Nov. 1, 20	Name of Chief Ex	ecutive Officer	
Sworm 29 Whotar	to before me this day of <u>fibruary 2016</u> Aughate Sellucceo Public			