

COUNTY OF NASSAU

LOBBYIST PERIODIC REPORT FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization as it appears on the Lobbyist Registration Disclosure Form: *(NOTE: Nassau Community College already registers with the State Joint Commission on Public Ethics with respect to its State and local lobbying efforts. Under the County Law, that form can be filed in place of the County Form. The names listed below are the names that appear on the form filed with the State.)*

Nassau Community College, One Education Drive, Garden City, N.Y. 11530,  
516-572-7811

Dr. W. Hubert Keen, (College employee, same address) (516) 572-7205

Inna Reznik, (College employee, same address) (516)-572-7700

Dr. Joseph Muscarella (College employee, same address)(516)-572-0605

Kathleen Murray (College employee, same address) (516)-572-0611

Carol Friedman (College employee, same address) (516)-572-9786

Dr. Jorge Gardyn, 395 Stewart Avenue, Garden City, N.Y 11530,( 516)-551-7113  
(uncompensated Board of Trustees member)

Dr. Kathy Weiss, 39 Fieldstone Lane, Oyster Bay, N.Y. 11771, (516)-802-3024  
(uncompensated Board of Trustees member)

Daniel Fisher, Sr. Fisher Development Strategies, 21 Choir Lane, Westbury, N.Y.  
11590-5723 (516) 238-0186. (Outside lobbyist who also files a disclosure report  
separately with Nassau County Attorney).

2. Report Period: June 1, 2018 to August 31, 2018  
(January 1 to March 31; April 1 to May 31; June 1 to August 31; or September 1 to  
December 31)

(Note: for sections 3 through 6 below, where a lobbyist is required to file this  
report, any such lobbyist that has not earned or incurred any compensation or  
expenses for the period shall make such a statement herein.)

3. List below amounts for any compensation paid or owed to the lobbyist during  
the period for the purposes of lobbying. Such amounts shall be detailed as to  
amount, to whom paid and for what purpose. *(NOTE: The individuals and entity  
referred to in this report lobby both the State and the County. The Lobbyist  
Registration Form filed with the State reflects that. However, question 9 of this*

*form refers to "lobbying activity conducted, or to be conducted, in Nassau County." I am, therefore, making the assumption that the amounts referred to in question 3 also relate to lobbying activities conducted in Nassau County. I am making the further reasonable assumption that the College employees' lobbying activities are split evenly between the County and the State. Therefore, the amounts below for each College employee equal the portion of their salaries that can be reasonably assigned to lobbying activities, divided by 2.)*

Amount	Details
\$0	Nassau Community College: activities related to passage of the College Budget; activities related to capital projects. County Administration and County Legislature were lobbied.
\$ 1732.	W. Hubert Keen: activities including correspondence to local county legislators regarding passage of 2018-2019 budget. The County Executive's Administration and County Legislature were lobbied.
\$ 634.	Inna Reznik: activities include passage of the 2018-2019 Budget. The County Executive's Administration, County Legislature and Office of the Budget were lobbied.
\$ 650.	Joseph Muscarella: activities relating to capital projects. County Executive's Administration and the County Legislature were the entities lobbied.
\$1858.	Kathleen Murray: activities related to passage of the capital plan in order to be eligible for state matching funds; activities related to the passage of the 2018-2019 budget. The County Executive's Administration and the County Legislature were lobbied. Met with Minority/Majority Counsel, Executive staff, and various legislators to discuss budgetary and college issues.
\$456.	Carol Friedman: activities relating to capital projects. County DPW staff was the entity lobbied.
\$0	Jorge Gardyn: activities related to passage of

the County budget and capital plan; County Executive's Administration was lobbied.

\$0 Kathy Weiss: engaged in no lobbying activities during this time period.

\$0 Daniel Fisher, Sr. Fisher Development Strategies: Although listed as a lobbyist for Nassau Community College as of January, 2016 on the county level, all of Mr. Fisher's lobbying activities were concentrated exclusively in Albany and with the state legislature for the period April 1-May 31, 2018.

4. List below the cumulative total amounts earned to date for lobbying year.

Nassau Community College (\$0); W. Hubert Keen (\$7794.); Inna Reznik (\$2844.); Joseph Muscarella (\$2926.); Kathleen Murray (\$8362.); Carol Friedman (\$2052.); Daniel Fisher, Sr. (\$0) = \$23,978 in total.

5. List below amounts for any expenses expended or incurred by the lobbyist during the period for the purpose of lobbying. Such amounts shall be detailed as to amount, to whom paid and for what purpose.

Amount

Details

\$ 9329. Nassau Community College: activities related to passage of the County capital plan; activities related to the Nassau County transfer of real property on behalf of the College for the educational benefit of Nassau Community College; activities related to capital projects; Money spent in the form of salary (in the above described amounts to W. Hubert Keen, Inna Reznik, Joseph Muscarella, Carol Friedman and Kathleen Murray). The County Executive's Administration and the County Legislature were the entities that were lobbied.

\$0	W. Hubert Keen
\$0	Inna Reznik
\$0	Joseph Muscarella
\$0	Kathleen Murray
\$0	Carol Friedman
\$0	Jorge Gardyn
\$0	Kathy Weiss
\$0	Daniel Fisher, Sr.

6. List below the cumulative total amounts expended to date for lobbying year:  
 \$ 23,978 .

(In lieu of completing 7 through 10 below, you may attach a copy of your Lobbyist Registration Disclosure Form, provided the information has not changed. *Attached is the form that NCC filed with the County based on what had earlier been filed with the State.*

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

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

**VERIFICATION:** I certify that all statements on this statement are true, correct and complete to the best of my knowledge, and I understand that the willful making of any false statement of material fact herein will subject me to the provisions of law relevant to the making and filing of false instruments and will render such statement null and void.

Dated: September 7, 2018

Signed: Kathleen Murray  
Print Name: Kathleen Murray  
Title: Vice President,  
Institutional Advancement



STATE OF NEW YORK     )  
  )  
COUNTY of NASSAU     )

SS:

Sworn before me this seventh  
day of September, 2018

Anne E. Brandi  
NOTARY PUBLIC

**ANNE E. BRANDI**  
Notary Public, State of New York  
No. 01BR8104733  
Qualified in Nassau County  
January 26, 2020

I, Dr. W. Hubert Keen  
President

Nassau Community College, hereby designate:  
(Name of Organization)

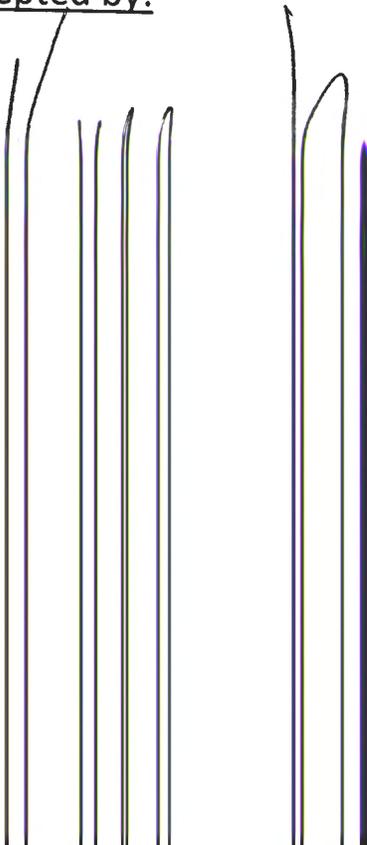
Kate Murray to make and file:  
NY STATE LOBBYIST STATEMENTS OF REGISTRATION; NY STATE  
LOBBYIST BI-MONTHLY REPORTS; and NY STATE CLIENT SEMI-ANNUAL  
REPORTS

For the calendar years:  
2018-2019



Dr. W. Hubert Keen, President  
Nassau Community College

Accepted by:





COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence—or promote a matter before—Nassau County, its agencies, boards, commissions, department heads, legislators, or committees, including but not limited to the OpenSpace and Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development of 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.

Nassau Community College, One Education Drive, Garden City, N.Y. 11530,  
516-572-7811

W. Hubert Keen, (College employee, same address) (516) 572-7205

Inna Reznik, (College employee, same address) 516-572-7700

Joseph Muscarella (College employee, same address) 516-572-0605

Kathleen Murray (College employee, same address) 516-572-0611

Carol Friedman (College employee, same address) 516-572-9786

Jorge Gardyn, 395 Stewart Avenue, Garden City, N.Y 11530, 516-551-7113  
(uncompensated Board of Trustees member)

Kathy Weiss, 39 Fieldstone Lane, Oyster Bay, N.Y. 11771, 516-802-3024  
(uncompensated Board of Trustees member)

Daniel Fisher, Sr. Fisher Development Strategies, 21 Choir Lane, Westbury, N.Y.  
11590-5723 (516) 238-0186. (Outside lobbyist who also files a disclosure report  
separately with Nassau County Attorney).

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

Yes, Nassau Community College and its employees listed above in question no. 1, as well as outside lobbyist Daniel Fisher, Sr. are all registered with Nassau County and New York State.

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

Nassau Community College, One Education Drive Garden City, New York 11530-6793. Nassau Community is the sole client for its employees as well as outside lobbyist Daniel Fisher, Sr.

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

Nassau Community College is the sole client at all times and for all lobbying activities. Activities related to the passage of the 2017 and 2018 capital plans to ensure receipt of matching funds from State of New York. Also lobbied the County Executive and County Legislature for passage of the 2018 operating budget, and lobbied for passage of Ordinance Nos: 337-17; 76-2017; 186-B-15. Also lobbied for approval of NCCFT CBA (No. 383-17).

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

The Nassau County Executive and her administrative and executive staff;  
The Nassau County Legislature; The Nassau County Legislative Office of Budget.

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

There are no such written agreements for the employee/lobbyists listed above, nor for the uncompensated Trustee/lobbyists. However, I attach a written authorization from the President authorizing me as the designee to file all lobbying reports on behalf of Nassau Community College on the state and county levels.

Daniel Fisher Sr. of Fisher Development Strategies is party to a written contract with Nassau Community College, a copy of which is attached.

7. *Within the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law 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? If none, you must so state:*

*Dr Jorge Gardyn :\$0 ; Dr. Kathy Weiss:\$100 to CE Laura Curran and \$100.to County Legislator Arnold Drucker; Dr. W. Hubert Keen:\$0; Inna Reznik:\$0; Dr. Joseph Muscarella: \$0; Kathleen Murray:\$0; Carol Friedman:\$0;*

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

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

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

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

Dated: January 10, 2018

Signed: \_\_\_\_\_

Print Name: Kathleen Murray

Title: Vice President, Institutional Advancement

**I, W. Hubert Keen**  
**(Name of Chief Administrative Officer)**

**President,**

**Nassau Community College, hereby designate**  
**(Name of Organization)**

**Kathleen Murray to make and file**  
**(Name of Designee)**

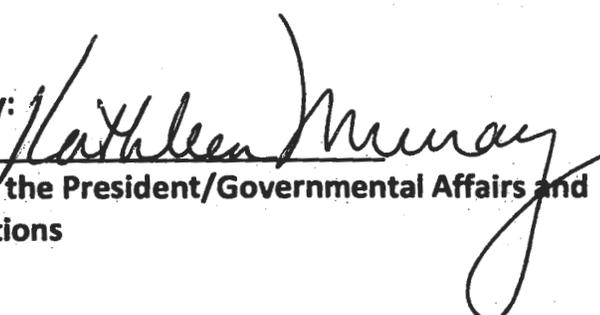
**NY STATE LOBBYIST STATEMENT OF REGISTRATION; NY STATE**  
**LOBBYIST BI-MONTHLY REPORT;**  
**And NY STATE CLIENT SEMI-ANNUAL REPORT**  
**(Name of Statement(s) and/or Report(s)**

**For Reporting Year 2016-2017**  
**(Year or Time Period)**



**(Signature of Chief Administrative Officer)**

Accepted by:



**Assistant to the President/Governmental Affairs and  
Media Relations**

**NASSAU COMMUNITY COLLEGE**  
of the County of Nassau, State of New York  
One Education Drive  
Garden City, New York 11530-6793

Requisition Number: \_\_\_\_\_

Resp. Ctr. / Obj. Code: \_\_\_\_\_

**CONTRACT FOR SERVICES**

THIS AGREEMENT, dated as of July 25, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau Community College, having its principal office at One Education Drive, Garden City, New York 11530-6793 (the "College"), of Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") and (ii) Fisher Development Strategies, having its principal office at 21 Choir Lane, Westbury, New York 11590, (the "Contractor").

WITNESSETH:

WHEREAS, the College desires to retain the Contractor to perform lobbying and advocacy services, as further described in this Agreement; and

WHEREAS, the Contractor is willing and able to perform the services described in this Agreement;

WHEREAS, the Contractor has been awarded this Professional Services Agreement for Lobbying Services pursuant to Request for Proposals No. 061317-0209, with an opening date of June 13, 2017.

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

1. Term. This Agreement shall commence on August 1, 2017, and terminate July 31, 2020 with an option by the College to extend the Agreement for two (2) additional years, subject to the encumbrance of funds and appropriate College approvals. All extensions are subject to the mutual written consent of both parties.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of undertaking lobbying and advocacy efforts with the New York State Governor, New York State Legislature, the Nassau County Executive and the Nassau County Legislature on behalf of the College, whereby the Contractor will focus its efforts on the State budget and any other general legislation as it affects the College for the purpose of improving the educational experience for the students and the College Community, hereinafter referred to as (the "Services"). The Contractor's services are to be performed largely off-site but the Contractor will, upon request of the College, work at the College's offices or other locations, as designated by the College. On a monthly basis, the Contractor shall submit a report to the College, outlining the dates and hours during which lobbying efforts took place, and summarizing the lobbying

efforts engaged in on behalf of the College. Contractual activities will be coordinated with the College's General Counsel for Governmental Relations.

3. Payment. (a) Amount of Consideration. (i) In full consideration for the Services to be rendered by the Contractor to the College for the term of this Agreement, the Contractor will be paid at the following rates:

August 1, 2017- July 31, 2018:	\$205.00 per hour
August 1, 2018- July 31, 2019:	\$215.00 per hour
August 1, 2019- July 31, 2020:	\$225.00 per hour

Contractor agrees that this compensation includes reimbursement for Contractor's travel time and expenses, and for all other costs incidental to Services to be provided by Contractor under this Agreement. The Contractor shall not bill the College for travel time, unless lobbying services for the College are performed during such travel time. College will not provide reimbursement for lodging and meals during Contractor's travel.

The parties acknowledge that the maximum amount of compensation for the services rendered by the Contractor during the first year of this Agreement shall not exceed Sixty Thousand Dollars (\$60,000.00) ("the First Year Maximum Amount"). Funding for the subsequent years of the Agreement will be encumbered as necessary.

(b) Payment. The Contractor acknowledges that payment may only be made to the Contractor upon Contractor's compliance with the College's bill paying procedures, including submitting an invoice to the College Accounts Payable Department (Tower 6th Floor, One Education Drive, Garden City, NY 11530), which lists in sufficient detail the services rendered, the date(s) services were performed, and fees charged. By submitting an invoice, the Contractor certifies that all services were rendered as set forth on the invoice, that the fees charged are in accordance with this Contract for Services, that the claim is just, true and correct, and actually due and owing and has not been previously claimed.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the College's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. 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 College.

(e) Payments in connection with Termination or Notice of Termination. 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 College did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the College or County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a College or County employee, (ii) commit the College or County to any obligation, or (iii) hold himself out as a College or County employee or Person with the authority to commit the College or County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the College or County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the College or County, including any obligation to pay taxes to, or perform services for or on behalf of, the College or County.

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which may be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement 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 College and/or the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

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

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

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the College and its officers, employees, and agents (the "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 Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County or College.

(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 College 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. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" and "Nassau Community College" as additional insured with "Nassau Community College" as certificate holder and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence, (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 or College 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 College, and (ii) in form and substance acceptable to the County and College. 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) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the College. 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 College of the same and deliver to the College 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 any action, 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 or College reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the College President or his or her duly designated deputy (the "College President"), 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. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the College upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the College immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the College and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Director of Procurement (the "Director"), 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 Director shall be given to the College Counsel on the same day that notice is given to the Director.

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

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. Such Records shall at all times be available for audit and inspection by the Comptroller, the College, 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. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County or College 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 College Counsel for adjustment and the College 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 College Counsel under this Section to each of (i) the applicable Department Vice President and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered the College Counsel. 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/College.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located 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 College 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 Procurement Department, to the attention of the Director at One Education Drive, Tower 4, Garden City, NY, (ii) if to College's General Counsel's Office, to the attention of the College Counsel at the address specified above for the College, and (iii) 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 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.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The College shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all College approvals have been obtained, and (ii) this Agreement has been executed by the College President (as defined in this Agreement).

(b) Availability of Funds. The College shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated and encumbered 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 College have executed this Agreement as of the date first above written.

OFFICE OF THE COUNTY ATTORNEY  
By: [Signature]  
Name: Nicholas P. Scordis  
Title: Deputy County Atty Date: 7/28/17

FISHER DEVELOPMENT STRATEGIES  
CONTRACTOR  
Signature: [Signature]  
Print Name: DANIEL M FISHER JR  
Title: PRESIDENT Date: July 25, 2017

BUREAU OF REAL ESTATE & INSURANCE  
By: [Signature]  
Name: ANDREW AMATO  
Title: INS. TECH. Date: 7/28/17

DEPARTMENT VICE PRESIDENT  
By: [Signature]  
Date: August 2, 2017

PRESIDENT, NASSAU COMMUNITY COLLEGE  
By: [Signature]  
Date: August 7, 2017

I certify that this copy of the contract is a true and complete copy of this contract.

[Signature]  
College Counsel

8-8-17  
Date

**NASSAU COMMUNITY COLLEGE NOTARIZATION**

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 7<sup>th</sup> day of August in the year 2017 before me personally appeared W. Hubert Keen, President of Nassau Community College, 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 Anne E. Brandi

**ANNE E. BRANDI**  
Notary Public, State of New York  
No. 01BR6104733  
Qualified in Nassau County  
January 26, 2020

ANNE E. BRANDI  
Notary Public, State of New York  
No. 01BR6104733  
Qualified in Nassau County  
January 26, 2020

**CONTRACTOR NOTARIZATION** (corporations)

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 25<sup>th</sup> day of JULY in the year 2017 before me personally appeared DANIEL M. FISHER 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 that he or she is a PRESIDENT of FISHER DEVELOPMENT STRATEGIES the organization/corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the partners of said limited liability company.

Diane Strong  
**Diane Strong**  
Notary Public, State of New York  
No. 01ST6319789  
Qualified in Nassau County  
Commission Expires February 23, 2019

*[Faint, illegible text or stamp]*

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 arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor 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, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor 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.

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 the Contractor is;

DANIEL M FISHER JR. (Name)
21 CHOIR LANE WESTBURY NY 11590 (Address)
516-238-0186 (Telephone Number)

- 2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

- 3. In the past five years, Contractor has [checkmark] has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

Multiple horizontal lines for describing violations.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has  has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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

July 25, 2017  
Dated

Daniel M Fisher Jr.  
Signature of Chief Executive Officer

DANIEL M FISHER JR  
Name of Chief Executive Officer

Sworn to before me this

25<sup>th</sup> day of JULY, 2017.

Diara Strong  
Notary

**Diara Strong**  
Notary Public, State of New York  
No. 01ST6319789  
Qualified in Nassau County  
Commission Expires February 23, 2019