Agreement

This Agreement (Agreement) is between Suffolk County Community College (College), having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered community college (pursuant to New York State Education Law) under the sponsorship of the County of Suffolk (County), a municipal corporation of the State of New York, and Maricopa County Community College District for Mesa Community College and The Chair Academy (Consultant), a political subdivision of the State of Arizona located at 145 N. Centennial Way, Suite 108, Mesa, AZ 85201.

The College desires for Consultant to provide professional advice and assistance in planning and implementing an Advanced Leadership Training Program for 2013. (Services)

Term of Agreement: October 18, 2012 to March 30, 2015
Total Cost of Agreement: Shall not exceed $42,000.00 as set forth in Exhibit E, attached.
Terms and Conditions: Shall be as set forth in Exhibits A through E attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

The Chair Academy

By: Dr. Shouan Pan
    President, Mesa Community College
    Fed. Tax ID # 86-0185552
    Date: 10/30/12

Maricopa County Community College District for Mesa Community College, Chair Academy

By: Margaret E. McConnell
    Assistant General Counsel
    Date: 10-30-12

Approved as to Legality:
Suffolk County Community College

By: Louis J. Petrizzo
    College General Counsel
    Date: 11/13/12

Suffolk County Community College

By: Dr. Shaun L. McKay
    President
    Date: 11/4/12

Approved:
Suffolk County Community College

By: John Bullard, Jr.
    Associate Dean, Finance
    Date: 

Recommended:
Suffolk County Community College

By: Frank Ryan
    Administrative Director for Business Operations
    Date: 11/12/12

Page 1 of 22 Pages
List of Exhibits

Exhibit A
General Terms and Conditions

1. Consultant Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Consultant
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-discrimination in Services
10. Nonsectarian Declaration
11. Governing Law
12. No Implied Waiver
13. Conflicts of Interest
14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. No Intended Third Party Beneficiaries
18. Certification as to Relationships
19. Publications and Publicity
20. Copyrights and Patents

Exhibit B
Suffolk County Legislative Requirements

1. Consultant's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
   Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws Website Address
Rev.10/18/12; Law No. 13-CC-024
Advanced Leadership Training Program
The Chair Academy

Exhibit C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, Insurance or Other Submissions
2. Notices Relating to Termination and/or Litigation

Exhibit D
Description of Services

Exhibit E
Payment Terms and Conditions

1. General Payment Terms and Conditions
2. Agreement Subject to Appropriation of Funds
3. Limit of College’s Obligations
4. Specific Payment Terms and Conditions
Exhibit A
General Terms and Conditions

Whereas, the College issued an RFP which was advertised on September 13, 2012; and

Whereas, Consultant submitted a proposal in response to such RFP on October 11, 2012; and

Whereas, the College has selected Consultant to provide the services as set forth herein; and

Now therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Consultant Responsibilities

   a. Services

      Consultant shall provide the Services described in Exhibit D, entitled “Description of Services.”

   b. Qualifications and Licenses

      To the extent applicable, Consultant specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subconsultants have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Consultant has and shall have, and, to the extent applicable, its employees, agents and subconsultants have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination

   a. Term

      This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Consultant shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

   b. Termination for Cause

      i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.

      ii. Failure to comply with federal, state or local laws, rules, regulations, including the Family Educational Rights and Privacy Act (FERPA) or the attached College or
County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.

iii. If Consultant becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Consultant.

iv. In the event of a failure on the part of Consultant to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Consultant is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled “Notices and Contact Persons.” During such five (5) day period, (or longer, at the College's option) Consultant will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Consultant has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

d. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Consultant is given thirty (30) calendar days prior written notice (Termination Notice). In such event of termination, the College shall pay Consultant for the services rendered through the date of termination.

e. Payments upon Termination

i. Upon receiving a Termination Notice, Consultant shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.

ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Consultant prior to termination of this Agreement, that are pursuant to, and after Consultant's
compliance with, the terms and conditions of this Agreement.

iii. Upon termination, Consultant agrees to promptly reimburse to the College the balance of any funds advanced to Consultant by the College. Upon termination, any funds paid to Consultant by the College which were used by Consultant in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Consultant from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees and, agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of Consultant in connection with the services described or referred to in this Agreement. Consultant shall defend the College and/or County and their officers, officials, employees, Consultants, agents and other persons in any suit, including appeals, or at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Consultant, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

Consultant hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of Consultant in connection with the services described or referred to in this Agreement. Consultant shall defend the College and/or County and their officers, officials, employees, and agents in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of its officers, officials, employees, subconsultants, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.
4. **Insurance**

a. Consultant agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Consultant agrees to require that all of its subconsultants, in connection with work performed for Consultant related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Consultant. Unless otherwise specified by the College and agreed to by Consultant, in writing, such insurance shall be as follows:

i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

ii. **Automobile Liability** insurance (if any vehicles are used by Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii. **Worker’s Compensation** and **Employer’s Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Consultant shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers’ Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers’ Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. Consultant shall furnish a certificate of insurance showing such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Consultant shall furnish a certificate of insurance evidencing the College and the County’s status as additional insureds on the policy.

d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation,
nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled “Notices and Contact Persons” or at such other address of which the College and/or the County shall have given Consultant notice in writing.

5. **Independent Consultant**

It is expressly agreed that Consultant’s status hereunder is that of an independent Consultant. Neither Consultant, nor any person hired by Consultant shall be considered employees of the College and/or the County for any purpose.

6. **Severability**

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. **Merger; No Oral Changes**

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. **Set-Off Rights**

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College’s option to withhold, for the purposes of set-off, any moneys due to Consultant under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

9. **Non-discrimination in Services**

During the performance of this Agreement:
Consultant shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:

i. deny any individual any services or other benefits provided pursuant to this Agreement; or

ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or

iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or

iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or

v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

Consultant shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

i. the types of service(s) or other benefits to be provided, or

ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or

iii. the class of individuals to be afforded an opportunity to receive services.

10. Nonsectarian Declaration

Consultant agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York to the extent permitted by law and without Consultant waiving its sovereign immunity.
12. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

13. Conflicts of Interest

a. Consultant agrees that it will not during the term of this Agreement engage in any activity that conflicts with its responsibilities and duties of good faith and fair dealing under this contract.

b. Consultant is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Consultant is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

15. Confidentiality

Any records, reports or other documents of the College and/or the County used by Consultant pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations. Consultant is subject to the public records law of the State of Arizona.

16. Assignment and Subcontracting

a. Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.

b. Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts
shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College in addition to the total agreed upon price. Consultant shall be responsible for the performance of any subconsultant for the delivery of service.

17. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of College, County and Consultant. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

18. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

19. Publications and Publicity

a. Consultant shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk.”

b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

20. Copyrights and Patents

a. Copyrights

If the work of Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Consultant may secure copyright protection. However, the College reserves, and Consultant hereby gives to the College, and to any other municipality or government
agency or body designated by the College, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If Consultant under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Consultant may apply for and secure for itself patent protection. However, the College reserves, and Consultant hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit A
Exhibit B
Suffolk County Legislative Requirements

1. Consultant's/Vendor's Public Disclosure Statement

Consultant represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. Consultant acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled “Consultant's/Vendor's Public Disclosure Statement”

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Consultant represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Form: Suffolk County Living Wage Form LW-1; entitled “Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)”

Suffolk County Living Wage Form LW-38; entitled “Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit”
3. **Use of County Resources to Interfere with Collective Bargaining Activities**
   **Local Law No. 26-2003**

Consultant represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Consultants (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

a. Consultant shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse Consultant for any costs incurred to assist, promote, or deter union organizing.

c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Consultant services are performed on County property, Consultant must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Consultant services are for the provision of human services and such services are not to be performed on County property, Consultant must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

**Required Form:** Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. **Lawful Hiring of Employees Law**

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner,
as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All Consultants and subconsultants (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the Consultant, subconsultant, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, and subconsultant no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new Consultant or subconsultant is hired under the terms of the contract.

Consultant acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Consultant or employer, as the case may be, and any subconsultant or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Consultant or employer, as the case may be, and any subconsultant or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Consultant represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor — "Notice Of Application To Certify
5. **Gratuities**

Consultant represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

Consultant represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled “A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas.” Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. **Child Sexual Abuse Reporting Policy**

Consultant agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled “Child Sexual Abuse Reporting Policy,” as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

Consultant represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, Consultant certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term “conviction” shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under “Nonresponsible Bidder.”

9. **Use of Funds in Prosecution of Civil Actions Prohibited**

Pursuant to the Suffolk County Code Section §590-3, Consultant represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or
10. **Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us). Click on “Laws of Suffolk County” under “Suffolk County Links”.

End of Text for Exhibit B
1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, claim for payment, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

For Consultant

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Insurance

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Louis J. Petrizzo
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784-2899

For Consultant

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.
3. Notices Relating to Termination and/or Litigation

In the event Consultant receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Consultant shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Consultant.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and the County:

Louis J. Petrizzo  
College General Counsel  
Office of Legal Affairs  
Suffolk County Community College  
533 College Road, NFL 230  
Selden, NY 11784-2899

and

Dennis M. Cohen, County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, New York 11788

For Consultant:

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

4. Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

5. Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant
6. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C
Exhibit D
Description of Services

See Attachment A

End of Text Exhibit for D
D. Program Costs and Work Plan:

PROPOSAL COSTS/BREAKDOWN: (Based on 20 participants)
Per RFP instructions, see attached envelope.

WORK PLANS:

The schedule for the Academy for Advanced Leadership Program will consist of six full-day sessions facilitated by Academy facilitators on following schedule:

Session 1: Monday-Wednesday, August 5-7, 2013
Session 2: Monday-Wednesday, August 4-6, 2014 (tentative)

The Academy Office Work Plan for this RFP will be modeled after the 2012-2013 Work Plan. The following work plan is based on the dates listed above and can be altered to reflect the different dates if required. Below is the 2013-2014 Work Plan which reflects the attention to details of delivery by the Academy. Please note the dates reflected may not reflect the actual dates of the Academy.

Advanced Suffolk 2013-2014 NC  Establish Training Site  12/15/2012
Advanced Suffolk 2013-2014 NC  Determine Facilitators  1/24/2013
Advanced Suffolk 2013-2014 NC  Contracts to legal  2/13/2013
Advanced Suffolk 2013-2014 NC  Plan Catering  2/13/2013
Advanced Suffolk 2013-2014 NC  Create Office Files  2/13/2013
Advanced Suffolk 2013-2014 NC  Create Web Pages  2/13/2013
Advanced Suffolk 2013-2014 NC  Create Information Packet  2/13/2013
Advanced Suffolk 2013-2014 NC  Add Academy to Facebook Events  2/13/2013
Advanced Suffolk 2013-2014 NC  Academy Information Sheet - Wk 1  2/8/2013
Advanced Suffolk 2013-2014 NC  Registration Confirmation (EM#1)  2/19/2013
Advanced Suffolk 2013-2014 NC  Professional Services Contracts  2/13/2013
Advanced Suffolk 2013-2014 NC  Encumber Money  2/15/2013
Advanced Suffolk 2013-2014 NC  Check Hotel Room Release  5/14/2013
Advanced Suffolk 2013-2014 NC  Travel Requisitions  6/3/2013
Advanced Suffolk 2013-2014 NC  Facilitator Travel Arrangements  6/13/2013
Advanced Suffolk 2013-2014 NC  Facilitators Confirmation (FEM#1)  6/13/2013
Advanced Suffolk 2013-2014 NC  Information/Confirmation (EM#2)  6/13/2013
Advanced Suffolk 2013-2014 NC  Send manuals to printer  7/3/2013
Advanced Suffolk 2013-2014 NC  Important Info Email (EM#3)  7/16/2013
Advanced Suffolk 2013-2014 NC  Check EPIC Credits  7/19/2013
Advanced Suffolk 2013-2014 NC  Open Surveys  7/19/2013
Advanced Suffolk 2013-2014 NC  Print & Review Packing List  7/20/2013
Advanced Suffolk 2013-2014 NC  Survey Instructions (EM#4)  7/21/2013
<table>
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<th>Date</th>
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<tr>
<td>Advanced Suffolk 2013-2014 NC Pack Supplies</td>
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<td>Advanced Suffolk 2013-2014 NC Verify Shipping Address</td>
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<tr>
<td>Advanced Suffolk 2013-2014 NC Ship Supplies</td>
<td>7/22/2013</td>
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<td>Advanced Suffolk 2013-2014 NC Facilitator Travel Info (FEM#2)</td>
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<td>Advanced Suffolk 2013-2014 NC Confirm Supplies Delivery/(FEM# 12)</td>
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<td>Advanced Suffolk 2013-2014 NC Survey Reminder</td>
<td>7/31/2013</td>
</tr>
<tr>
<td>Advanced Suffolk 2013-2014 NC Send Strengths Codes</td>
<td>8/2/2013</td>
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<tr>
<td>Advanced Suffolk 2013-2014 NC Send Supv/Eval Survey Reminders</td>
<td>8/2/2013</td>
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<tr>
<td>Advanced Suffolk 2013-2014 NC Forward Dietary Restrictions</td>
<td>8/5/2013</td>
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<td>Advanced Suffolk 2013-2014 NC List for Forums</td>
<td>8/5/2013</td>
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<td>Advanced Suffolk 2013-2014 NC Reminders &amp; Updates (EM#6)</td>
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<td>Advanced Suffolk 2013-2014 NC Key Roles (FEM#3)</td>
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<td><strong>Advanced Suffolk 2013-2014 RC Session 1</strong></td>
<td><strong>8/12/2013</strong></td>
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<tr>
<td>Advanced Suffolk 2013-2014 NC Confirm Supplies Shipped Back</td>
<td>8/19/2013</td>
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<tr>
<td>Advanced Suffolk 2013-2014 NC Mentor Request (EM#7)</td>
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<td>Advanced Suffolk 2013-2014 NC Project Discussion (EM#8)</td>
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<td>Advanced Suffolk 2013-2014 NC Finalize facilitators expenses</td>
<td>9/11/2013</td>
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<td>Advanced Suffolk 2013-2014 NC Transfer Monies to Scholarship Fund</td>
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<tr>
<td>Advanced Suffolk 2013-2014 NC Mentor Thank You &amp; Intro (MEM#1 Adv)</td>
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<td>Advanced Suffolk 2013-2014 NC Dialogue &amp; Discussion #1</td>
<td>9/26/2013</td>
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<tr>
<td>Advanced Suffolk 2013-2014 NC Dialogue &amp; Discussion #2</td>
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<tr>
<td>Advanced Suffolk 2013-2014 NC Dialogue &amp; Discussion #5</td>
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<td>Advanced Suffolk 2013-2014 NC Dialogue &amp; Discussion #6</td>
<td>1/24/2014</td>
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<td>Advanced Suffolk 2013-2014 RC Plan Catering</td>
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<td>Advanced Suffolk 2013-2014 RC Academy Information Sheet - Wk 2</td>
<td>2/12/2014</td>
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<td>Advanced Suffolk 2013-2014 RC Contracts to Legal</td>
<td>2/17/2014</td>
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<tr>
<td>Advanced Suffolk 2013-2014 NC Returning Registration Form</td>
<td>3/1/2014</td>
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<td>Advanced Suffolk 2013-2014 NC Returning Class Registration (EM#9)</td>
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<td>Advanced Suffolk 2013-2014 NC Week 2 Registration Confirmation (EM#10)</td>
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<td>Advanced Suffolk 2013-2014 NC Dialogue &amp; Discussion #8</td>
<td>4/24/2014</td>
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<td>Advanced Suffolk 2013-2014 NC Check Hotel Room Release</td>
<td>5/13/2014</td>
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<tr>
<td>Event</td>
<td>Status Date</td>
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<td>--------------------------------------------</td>
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<tr>
<td>Professional Services Contracts</td>
<td>6/2/2014</td>
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<td>Travel Requisitions</td>
<td>6/2/2014</td>
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<tr>
<td>Late Registrations Reminder</td>
<td>6/12/2014</td>
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<tr>
<td>Encumber Money</td>
<td>6/12/2014</td>
</tr>
<tr>
<td>Open Interim Surveys</td>
<td>6/12/2014</td>
</tr>
<tr>
<td>Facilitator Travel Arrangements</td>
<td>6/12/2014</td>
</tr>
<tr>
<td>Send Interim Survey Reminder</td>
<td>6/17/2014</td>
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<tr>
<td>Preliminary Facilitator Info (FEM#8)</td>
<td>6/22/2014</td>
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<tr>
<td>Follow up with Stragglers</td>
<td>7/2/2014</td>
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<tr>
<td>Send manuals to printer</td>
<td>7/2/2014</td>
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<tr>
<td>Print Graduation Certificates/Comp/Seals</td>
<td>7/7/2014</td>
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<tr>
<td>Send Graduation Certificates to Framer</td>
<td>7/9/2014</td>
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<tr>
<td>Mentor Email (MEM#8 Adv)</td>
<td>7/12/2014</td>
</tr>
<tr>
<td>Review Packing List</td>
<td>7/17/2014</td>
</tr>
<tr>
<td>Pin Cards (check if program specific)</td>
<td>7/18/2014</td>
</tr>
<tr>
<td>Pack Supplies</td>
<td>7/19/2014</td>
</tr>
<tr>
<td>Ship supplies</td>
<td>7/22/2014</td>
</tr>
<tr>
<td>Facilitator Travel Arrangements (FEM#9)</td>
<td>7/22/2014</td>
</tr>
<tr>
<td>Confirm Supplies Delivery/(FEM#12)</td>
<td>7/28/2014</td>
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<td>Week 2 Reminders &amp; Updates (EM#19)</td>
<td>8/5/2014</td>
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<td>Facilitator Prior To Class (FEM#10)</td>
<td>8/4/2014</td>
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<tr>
<td>Forward Dietary Restrictions</td>
<td>8/4/2014</td>
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<tr>
<td><strong>Session 2</strong></td>
<td><strong>8/11/2014</strong></td>
</tr>
<tr>
<td>Confirm Supplies Shipped Back</td>
<td>8/18/2014</td>
</tr>
<tr>
<td>Facilitator Thanks (FEM#11)</td>
<td>8/18/2014</td>
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<tr>
<td>Mark Grad Date in Database</td>
<td>8/18/2014</td>
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<td>Finalize Billing</td>
<td>9/10/2014</td>
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<td>Finalize facilitators expenses</td>
<td>9/10/2014</td>
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<td>Open Post Surveys</td>
<td>2/8/2015</td>
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<td>Post Survey Reminder #1 (EM#16)</td>
<td>2/9/2015</td>
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<tr>
<td>Post Survey Reminder #2 (EM#17)</td>
<td>3/9/2015</td>
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</tbody>
</table>
Exhibit E
Payment Terms and Conditions

1. General Payment Terms

   a. Consultant shall prepare and present an invoice to the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.

   b. Consultant agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.

   c. The charges payable to Consultant under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.

   d. The acceptance by Consultant of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Consultant, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

   This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

3. Limit of College’s Obligations

   The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

4. Specific Payment Terms and Conditions

   See attachment B.

End of Text for Exhibit E
# Program Costs/Breakdown

Costs based on 20 participants

<table>
<thead>
<tr>
<th>A. Program Coordination and Pre-Evaluation Completion:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Leadership Perception Survey (ALPS)-Pre</td>
<td>$200</td>
</tr>
<tr>
<td>Programming &amp; Data Analysis-Pre</td>
<td>$600</td>
</tr>
<tr>
<td>Administrative Support Costs and Overhead – Phone, Postage</td>
<td>$750</td>
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<tr>
<td><strong>Pricing Subtotal</strong></td>
<td><strong>$1,550</strong></td>
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</table>

<table>
<thead>
<tr>
<th>B. Initial Three Day Residential Training Session:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Participant Manuals</td>
<td>$800</td>
</tr>
<tr>
<td>Instructional Training Materials</td>
<td>$1,000</td>
</tr>
<tr>
<td>DISC Workstyles On-Line Profile Survey</td>
<td>$300</td>
</tr>
<tr>
<td>Managing Conflict Cards</td>
<td>$40</td>
</tr>
<tr>
<td>Leadership Community Building Card Set Activity</td>
<td>$40</td>
</tr>
<tr>
<td>Facilitator Fees-$6,600 @ two facilitators</td>
<td>$9,100</td>
</tr>
<tr>
<td>Staff and Administrative Costs and Overhead – Phone, Postage</td>
<td>$1,000</td>
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<td><strong>Pricing Subtotal</strong></td>
<td><strong>$12,280</strong></td>
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</table>

<table>
<thead>
<tr>
<th>C. Year-long Practicum and Coaching Component:</th>
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</thead>
<tbody>
<tr>
<td>Staff, Academy Liaison, and Administrative Costs and Overhead – Phone, Postage</td>
<td>$700</td>
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<tr>
<td>Coaching Component</td>
<td>$1,200</td>
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<td>Online Forum Coordination</td>
<td>$250</td>
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<tr>
<td>Membership and Resources: Journal and Leadership Tips and Tools</td>
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<td><strong>Pricing Subtotal</strong></td>
<td><strong>$2,150</strong></td>
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## D. Concluding Three Day Residential Training Session and Pre-Program Coordination and Interim Evaluation Completion

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Advanced Leadership Perception Survey (ALPS)-Interim</td>
<td>$200</td>
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<tr>
<td>Programming &amp; Data Analysis-Interim</td>
<td>$600</td>
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<tr>
<td>Participant Manuals</td>
<td>$900</td>
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<tr>
<td>Facilitator Fees-$6,600 @ two facilitators</td>
<td>$8,100</td>
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<tr>
<td>Instructional Training Materials</td>
<td>$1,500</td>
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<tr>
<td>StrengthsQuest On-Line Survey</td>
<td>$300</td>
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<tr>
<td>Leadership Community Building Card Set Activity</td>
<td>$40</td>
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<tr>
<td>Staff and Administrative Support Costs for Interim Survey and Program Coordination and Overhead – Phone, Postage</td>
<td>$1,400</td>
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<td>Graduation Certificates and Leadership Academy Pins</td>
<td>$800</td>
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</table>

**Pricing Subtotal** $13,040

## E. Post Evaluation and Summary Reports

<table>
<thead>
<tr>
<th>Service</th>
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<tbody>
<tr>
<td>Advanced Leadership Perception Survey (ALPS)-Post</td>
<td>$200</td>
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<tr>
<td>Overall Program Evaluation and Group Summary Reports-Post</td>
<td>$300</td>
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<td>Programming &amp; Data Analysis-Post</td>
<td>$600</td>
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<td>Administrative Support Costs</td>
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**Pricing Subtotal** $1,350

## E. Meeting Space and Meals Provided

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<th>Service</th>
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<tbody>
<tr>
<td>Meeting Space for both Six Day Residential Training Sessions</td>
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<tr>
<td>Meals for each Six day Residential Training Sessions (4 am breaks, 3 lunches, 4 pm breaks) at $325 per person, per session</td>
<td>$10,200</td>
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</tbody>
</table>

**Pricing Subtotal** $11,500

**Academy Proposal Total Cost per participant ($2,100.00 x 20 participants) = TOTAL PROGRAM COST** $42,000