NASSAU COUNTY LEGISLATURE

MINEOLA, NEW YORK

FIRST MEETING

JANUARY 25, 2016 1:00 P.M.

FIRST MEETING OF 2016

1. 1:00 P.M. Legislative Calendar

   Documents: 1-25-16.PDF

2. Proposed Ordinances

   Documents: PROPOSED ORD. 1-16.PDF, PROPOSED ORD. 2-16.PDF, PROPOSED ORD. 3-16.PDF, PROPOSED ORD. 4-16.PDF, PROPOSED ORD. 5-16.PDF, PROPOSED ORD. 6-16.PDF, PROPOSED ORD. 7-16.PDF, PROPOSED ORD. 8-16.PDF, PROPOSED ORD. 9-16.PDF, PROPOSED ORD. 10-16.PDF, PROPOSED ORD. 11-16.PDF

3. Rules

   Documents: R-1-25-16.PDF

4. Meeting Minutes

   Documents: FULL_LEGISLATURE JAN 25, 2016.PDF, RULES JAN 25, 2016.PDF, RULES, JAN 25, 2016.PDF

5. Contracts And Amendments

   Documents: E-20-16 WEB.PDF, E-21-16 WEB.PDF, E-22-16 WEB.PDF, E-23-16 WEB.PDF, E-24-16 AMENDMENT WEB.PDF, E-25-16 AMENDMENT WEB.PDF, E-26-16 WEB.PDF, E-27-16 WEB.PDF, E-28-16 WEB.PDF

Public Notice

PLEASE TAKE NOTICE THAT THE **NASSAU COUNTY LEGISLATURE** WILL HOLD **A FULL SESSION OF THE LEGISLATURE** ON **MONDAY, JANUARY 25, 2016 STARTING AT 1:00 PM AND COMMITTEE MEETINGS ON MONDAY, JANUARY 11, 2016 STARTING AT 1:00 PM** IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

FULL LEGISLATIVE SESSION…….1:00 PM

COMMITTEE	TIME
Rules	**1:00 PM**

PUBLIC SAFETY	1:00 PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00 PM
TOWNS, VILLAGES AND CITIES	1:00 PM
ECONOMIC & COMMUNITY DEVELOPMENT & LABOR	1:00 PM
PUBLIC WORKS AND PARKS	1:00 PM
HEALTH AND SOCIAL SERVICES	1:00 PM
GOVERNMENT SERVICES AND OPERATIONS	1:00 PM
MINORITY AFFAIRS	1:00 PM
VETERANS AND SENIOR AFFAIRS	1:00 PM
FINANCE	1:00 PM

William J. Muller 111

William J. Mullar III
Clerk of the Legislature
Nassau County, New York

Dated: January 4, 2016
Mineola, NY

As per the Nassau County Fire Marshall's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. Public comment is limited to Agenda items. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

L E G I S L A T I V E C A L E N D A R

NASSAU COUNTY LEGISLATURE MINEOLA, NEW YORK
FIRST MEETING JANUARY 25, 2016 1:00 P.M.
FIRST MEETING OF 2016

THE NASSAU COUNTY LEGISLATURE IS COMMITTED TO MAKING ITS PUBLIC MEETING ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF, DUE TO A DISABILITY, YOU NEED AN ACCOMMODATION OR ASSISTANCE TO PARTICIPATE IN THE PUBLIC MEETING OR TO OBTAIN A COPY OF THE TRANSCRIPT OF THE PUBLIC HEARING IN AN ALTERNATIVE FORMAT IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT THE OFFICE OF THE CLERK OF THE LEGISLATURE AT 571-4252, OR THE NASSAU COUNTY OFFICE FOR THE PHYSICALLY CHALLENGED AT 227-7101 OR TDD TELEPHONE NO. 227-8989. AS PER THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER HAS A MAXIMUM OCCUPANCY OF 251 PEOPLE AND THE OUTER CHAMBER WHICH WILL STREAM THE MEETING LIVE, HAS A MAXIMUM OCCUPANCY OF 72. PASSES WILL BE DISTRIBUTED ON A FIRST COME FIRST SERVED BASIS BEGINNING ONE HALF HOUR BEFORE MEETING TIME.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON
http://www.nassaucountyny.gov/agencies/Legis/index.html.

1. **ORDINANCE NO. 1-2016**

BOND ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE PAYMENT OF CERTAIN JUDGMENTS, COMPROMISED OR SETTLED CLAIMS RESULTING FROM COURT ORDERS ON PROCEEDINGS BROUGHT PURSUANT TO ARTICLE SEVEN OF THE REAL PROPERTY TAX LAW AND DETERMINATIONS OF THE NASSAU COUNTY ASSESSMENT REVIEW COMMISSION PURSUANT TO SECTION 523-b OF ARTICLE FIVE OF THE REAL PROPERTY TAX LAW, IN THE COUNTY OF NASSAU, AND AUTHORIZING BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE IN AN AMOUNT NOT-TO-EXCEED $61,200,000, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 39-16(OMB)

2. **ORDINANCE NO. 2-2016**

AN ORDINANCE TO IMPLEMENT THE LOCAL GOVERNMENT ASSISTANCE PROGRAM IN NASSAU COUNTY. 41-16(OMB)

3. **ORDINANCE NO. 3-2016**

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE AN AMENDMENT TO A LEASE AGREEMENT, BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND SUN E. SOLAR XVII PROJECT5, LLC, AS TENANT IN CONNECTION WITH THE LEASE OF CERTAIN PREMISES CONSISTING OF APPROXIMATELY 10.199 ACRES OF REAL PROPERTY SITUATED AT THE CEDAR CREEK WATER POLLUTION CONTROL PLANT, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS SECTION 63, BLOCK 261, AND A PORTION OF LOT 765H AND 773 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU. 4-16(PW/RE)

4. **ORDINANCE NO. 4-2016**

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM COUNTY OF NASSAU IN TRUST FOR THE PURPOSES OF NASSAU COMMUNITY COLLEGE OF CERTAIN PREMISES LOCATED IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 44, BLOCK F, PART OF LOT 408 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMMATE THE SALE. 5-16(PW/RE)

5. **ORDINANCE NO. 5-2016**

AN ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM BOLLA MANAGEMENT CORPORATION OF CERTAIN PREMISES LOCATED IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 37, BLOCK 421, PART OF LOTS 25, AND 27 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMATE THE SALE. 8-16(PW/RE)

6. **ORDINANCE NO. 6-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF HEALTH. 25-16(OMB)

7. **ORDINANCE NO. 7-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS, RECREATION & MUSEUMS. 26-16(OMB)

8. **ORDINANCE NO. 8-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PARKS, RECREATION & MUSEUMS. 27-16(OMB)

9. **ORDINANCE NO. 9-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 28-16(OMB)

10. **ORDINANCE NO. 10-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 33-16(OMB)

11. **ORDINANCE NO. 11-2016**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 34-16(OMB)

12. **RESOLUTION NO. 1-2016**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE ACTION, VOLPE, ET AL. V. COUNTY OF NASSAU, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 40-16(AT)

13. **RESOLUTION NO. 2-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE GREAT NECK WATER POLLUTION CONTROL DISTRICT IN RELATION TO INSTALLING A NEW CONCRETE RAMP AND MISCELLANEOUS ARCHITECTURAL UPGRADES. 3-16(CE)

14. **RESOLUTION NO. 3-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF LAUREL HOLLOW IN RELATION TO A PROJECT TO PERFORM A SCIENTIFIC STUDY OF THE CAUSES OF BEACH CLOSURES. 20-16(CE)

15. **RESOLUTION NO. 4-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF NEW HYDE PARK IN RELATION TO A PROJECT TO BEAUTIFY THE TOP OF THE BERM OF COUNTY WATER BASIN 121. 21-16(CE)

16. **RESOLUTION NO. 5-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE NORTH BELLMORE UNION FREE SCHOOL DISTRICT TO REHABILITATE A ROLLER HOCKEY RINK. 22-16(CE)

17. **RESOLUTION NO. 6-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF ROCKVILLE CENTRE IN RELATION TO A PROJECT TO MAKE IMPROVEMENTS TO THE JOHN A. ANDERSON RECREATION CENTER. 23-16(CE)

18. **RESOLUTION NO. 7-2016**

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE PORT WASHINGTON PUBLIC LIBRARY TO RENOVATE THE CHILDREN'S ROOM OF THE PORT WASHINGTON LIBRARY. 24-16(CE)

19. **RESOLUTION NO. 8-2016**

A RESOLUTION TO AUTHORIZE THE RELEASE OF THE SURETY BOND AND ESCROW DEPOSIT COVERING IMPROVEMENTS ON THE "MAP OF AVALON AT GARDEN CITY", SITUATED IN UNIONDALE, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK. 29-16(PW/PL)

20. **RESOLUTION NO. 9-2016**

A RESOLUTION TO AUTHORIZE THE RELEASE OF THE SURETY BOND AND ESCROW DEPOSIT COVERING IMPROVEMENTS ON THE "MAP OF KNICKERBOCKER AT MANHASSET BAY", SITUATED IN HAMLET OF PORT WASHINGTON, TOWN OF NORTH HEMPSTEAD, COUNTY OF NASSAU, NEW YORK. 30-16(PW/PL)

21. **RESOLUTION NO. 10-2016**

A RESOLUTION TO AUTHORIZE THE RELEASE OF THE SURETY BOND AND ESCROW DEPOSIT COVERING IMPROVEMENTS ON THE "MAP OF DUTCHGATE AT NORTH VALLEY STREAM", SITUATED IN HAMLET OF NORTH VALLEY STREAM, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK. 32-16(PW/PL)

22. **RESOLUTION NO. 11-2016**

A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT, UPON THE RECOMMENDATION OF THE PRESIDING OFFICER, OF RALPH EKSTRAND TO REPLACE FRANCIS X. MURRAY TO THE TAXI AND LIMOUSINE BOARD PURSUANT TO THE NASSAU COUNTY CHARTER SECTION 203 AND ARTICLE XXI-B, SECTION 2160(B). 38-16(CE)

23. **RESOLUTION NO. 12-2016**

A RESOLUTION TO ACCEPT A GIFT OFFERED BY A DONOR TO THE NASSAU COUNTY POLICE DEPARTMENT. 35-16(PD)

24. **RESOLUTION NO. 13-2016**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2015. 1-16(OMB)

25. **RESOLUTION NO. 14-2016**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2015. 2-16(OMB)

26. **RESOLUTION NO. 15-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 6-16(AS)

27. **RESOLUTION NO. 16-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 7-16(AS)

28. **RESOLUTION NO. 17-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 9-16(AS)

29. **RESOLUTION NO. 18-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE BOARD OF ASSESSORS ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 10-16(AS)

30. **RESOLUTION NO. 19-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE BOARD OF ASSESSORS ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 11-16(AS)

31. **RESOLUTION NO. 20-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF OYSTER BAY TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 12-16(AS)

32. **RESOLUTION NO. 21-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE CITY OF LONG BEACH TO PARTIALLY EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 13-16(AS)

33. **RESOLUTION NO. 22-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF NORTH HEMPSTEAD TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE BOARD OF ASSESSORS ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 14-16(AS)

34. **RESOLUTION NO. 23-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO EXEMPT FROM THE REAL PROPERTY TAXATION CERTAIN REAL PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 17-16(AS)

35. **RESOLUTION NO. 24-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE BOARD OF ASSESSORS ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 18-16(AS)

36. **RESOLUTION NO. 25-2016**

A RESOLUTION TO AUTHORIZE THE COUNTY ASSESSOR AND/OR THE COUNTY TREASURER AND/OR THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO CORRECT ERRONEOUS ASSESSMENTS AND TAXES IN ACCORDANCE WITH PETITIONS OF THE BOARD OF ASSESSORS ON SPECIFIC PROPERTIES SITUATED IN VARIOUS SCHOOL DISTRICTS, ASSESSED TO DESIGNATED OWNERS APPEARING ON THE ASSESSMENT ROLLS FOR THE SPECIFIED SCHOOL AND/OR COUNTY YEARS PURSUANT TO THIS RESOLUTION; PURSUANT TO THE REAL PROPERTY TAX LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 19-16(AS)

NOTICE IS HEREBY GIVEN **that the County Executive has executed the following personal service agreements, copies of which are on file with the Clerk of the County Legislature. These agreements are subject to approval or review, by the Rules Committee, and are listed for informational purposes.**

County of Nassau acting on behalf of Health and Development Disabilities Institute, Inc.
RE: Preschool Special Education. $.04. ID# CQHE15000078.

County of Nassau acting on behalf of Health and Justina Gluck.
RE: Preschool Special Education. $.01. ID# CQHE15000051.

County of Nassau acting on behalf of Health and Robin Zeller PhD. Dba Sound Hearing Audiology. RE: Preschool Special Education. $.01. ID# CQHE15000100.

County of Nassau acting on behalf of Health and U.S. Medical Staffing LLC...
RE: Preschool Special Education. $.01. ID# CQHE15000085.

County of Nassau acting on behalf of Health and Roseann Vandebeck OTR PC...
RE: Preschool Special Education. $.01. ID# CQHE150000102.

County of Nassau acting on behalf of Health and Bilinguals Inc. dba Achieve Beyond.
RE: Preschool Special Education. $.03. ID# CQHE150000108.

County of Nassau acting on behalf of Health and Lisa Nathanson, PT.
RE: Preschool Special Education. $.01. ID# CQHE15000084.

County of Nassau acting on behalf of Health and Up Wee Grow, Inc...
RE: Preschool Special Education. $.02. ID# CQHE150000074.

County of Nassau acting on behalf of Health and Adelphi University.
RE: Preschool Special Education. $.01. ID# CQHE15000058.

County of Nassau acting on behalf of Health and All Island Kids Therapy, LLC...
RE: Preschool Special Education. $.01. ID# CQHE15000056.

County of Nassau acting on behalf of Health and Corinne Grossman.
RE: Preschool Special Education. $.01. ID# CQHE15000050.

County of Nassau acting on behalf of Health and Kurman – Tomplin LLC dba All Children's Therapy. RE: Preschool Special Education. $.01. ID# CQHE15000060.

County of Nassau acting on behalf of Health and J.G. Wellness Physical Therapy.
RE: Preschool Special Education. $.01. ID# CQHE15000054.

County of Nassau acting on behalf of Health and Margaret Gioia.
RE: Preschool Special Education. $.01. ID# CQHE15000130.

County of Nassau acting on behalf of Health and Ladge Speech & Hearing Center- L.I.U. /C.W. Post Campus. RE: Preschool Special Education. $.01.
ID# CQHE15000045.

County of Nassau acting on behalf of Health and Stacey Monin MSCCC...
RE: Preschool Special Education. $.01. ID# CQHE15000129.

County of Nassau acting on behalf of Health and Franklin Square UFSD.
RE: Preschool Special Education. $.01. ID# CQHE15000119.

County of Nassau acting on behalf of Health and Stuttering Therapy and Resources SLP PL. RE: Preschool Special Education. $.01. ID# CQHE15000121.

County of Nassau acting on behalf of Health and Metro Therapy, Inc.
RE: Preschool Special Education. $.04. ID# CQHE15000081.

County of Nassau acting on behalf of Health and Associated Therapies, Inc.
RE: Preschool Special Education. $.01. ID# CQHE15000095.

County of Nassau acting on behalf of Health and Susan Browne.
RE: Preschool Special Education. $.01. ID# CQHE15000052.

County of Nassau acting on behalf of Social Services and Timothy Hill Children's Ranch. RE: Foster Care Services. $.02. ID# CLSS15000043.

County of Nassau acting on behalf of Social Services and Harmony Heights.
RE: Foster Care/CSE Services. $.01. ID# CLSS15000058.

County of Nassau acting on behalf of Social Services and Graham Windham Services to Families & Children. RE: Foster Care/CSE Services. $.01. ID# CLSS15000057.

County of Nassau acting on behalf of Parks, Rec. & Museums and Hudson Vagabond Puppets. RE: Live Puppet Show. $2,900.00. ID# CQPK15000066.

County of Nassau acting on behalf of Department of Human Services and Long Island Alzheimer's Foundation. RE: Caregiver Services. $20,000.00. ID# CLHS15000041.

County of Nassau acting on behalf of Department of Human Services Office for the Aging and Cornell Cooperative Extension of N.C. RE: Health Promotion. $23,690.00. ID# CQHS15000011.

County of Nassau acting on behalf of Office of Community Development and Town of Hempstead. RE: CDBG. $.01. ID# CLHI15000014.

County of Nassau acting on behalf of Office of Community Development and Glen Cove City. RE: CDBG. $.01. ID# CLHI15000013.

County of Nassau acting on behalf of Health and Norma Borten.
RE: Preschool Special Education. $.01. ID# CQHE15000127.

County of Nassau acting on behalf of Health and The Opportunity Pre-School.
RE: Preschool Special Education. $.03. ID# CQHE15000128.

County of Nassau acting on behalf of Health and Debbi Fuggini.
RE: Preschool Special Education. $.01. ID# CQHE15000040.

County of Nassau acting on behalf of Social Services and Melmark Home, Inc.
RE: Foster Care/CSE Services. $01. ID# CLSS15000056.

County of Nassau acting on behalf of Social Services and Steven L. Pocopio, ACSW LICSW. RE: Training Services Safe Harbour Project. $3,277.00. ID# CQSS15000089.

County of Nassau acting on behalf of Human Services-Office of Youth Services and City of Long Beach. RE: Youth Development Delinquency Prevention $3,461.00. ID# CQHS14000104.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Mercy Medical Center. RE: Substance Abuse Treatment /Prevention. $50,830.00. ID# CLHS15000030.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Maryhaven Center of Hope, Inc. RE: CSS/Reinv. $100,000.00. ID# CLHS15000035.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and South Shore Child Guidance Association Incorporated. RE: CMHS/Reinv/SP. $212,000.00. ID# CLHS15000032.

THE NASSAU COUNTY LEGISLATURE

WILL CONVENE NEXT

COMMITTEE MEETINGS

MONDAY FEBRUARY 1, 2016 at 1:00PM

AND

FULL LEGISLATURE MEETING

MONDAY FEBRUARY 22, 2016 at 1:00PM

PROPOSED ORDINANCE NO. 1- 2016

BOND ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE PAYMENT OF CERTAIN JUDGMENTS, COMPROMISED OR SETTLED CLAIMS RESULTING FROM COURT ORDERS ON PROCEEDINGS BROUGHT PURSUANT TO ARTICLE SEVEN OF THE REAL PROPERTY TAX LAW AND DETERMINATIONS OF THE NASSAU COUNTY ASSESSMENT REVIEW COMMISSION PURSUANT TO SECTION 523-b OF ARTICLE FIVE OF THE REAL PROPERTY TAX LAW, IN THE COUNTY OF NASSAU, AND AUTHORIZING BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE IN AN AMOUNT NOT-TO-EXCEED $61,200,000, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.

Be It Ordained by the County Legislature of the County of Nassau as follows:

§ 1. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. Section 0101 *et seq*. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that the payment of certain judgments, compromised or settled claims resulting from court orders on proceedings brought pursuant to Article Seven of the Real Property Tax Law and determinations of the Nassau County Assessment Review Commission pursuant to Section 523-b of Title 1-A of Article Five of the Real Property Tax Law is a "Type II Action" within the meaning of Section 617.5(c)(29) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

§ 2. A capital expenditure for financing the cost of the payment of certain judgments, compromised or settled claims resulting from court orders on proceedings brought pursuant to Article Seven of the Real Property Tax Law and determinations of the Nassau County Assessment Review Commission pursuant to Section 523-b of Title 1-A of Article Five of the Real Property Tax Law, in the County of Nassau, is hereby authorized upon recommendation of the County Executive and by at least two-thirds (2/3) vote of the voting strength of the County Legislature, the amount of such capital expenditure to be $61,200,000, which shall be financed with the proceeds from the issuance of $61,200,000 bonds for the payment by the County of Nassau of judgments, compromised or settled claims resulting from court orders on proceedings

brought pursuant to Article Seven of the Real Property Tax Law and determinations of the Nassau County Assessment Review Commission pursuant to Section 523-b of Title 1-A of Article Five of the Real Property Tax Law.

§ 3. The County of Nassau (the "County") shall issue its bonds in the aggregate principal amount not-to-exceed $61,200,000 pursuant to the Local Finance Law of New York (the "Law") in order to finance the classes of objects or purposes (the "Purpose") described in Section 2 hereof.

§ 4. The County Legislature has determined and hereby states that the estimated maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is $61,200,000. The plan of financing includes the issuance of up to $61,200,000 bonds of the County and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

§ 5. The County Legislature hereby determines that the period of probable usefulness (the "PPU") of the Purpose for which said $61,200,000 bonds authorized pursuant to this ordinance are to be issued, within the limitations of subdivision 33-a. of paragraph a. of Section 11.00 of the Law:

(1) Where the accumulated tax refunds to be paid by the County as a result of such court orders and determinations are more than one (1) per centum but less than three (3) per centum of that portion of the real property tax levy of the County to be levied for its municipal purposes for the year in which payment is to be made, is ten (10) years; or

(2) Where the accumulated tax refunds to be paid by the County as a result of such court orders and determinations are more than three (3) per centum but less than five (5) per centum of that portion of the real property tax levy of the County to be levied for its municipal purposes for the year in which payment is to be made, is fifteen (15) years; or

(3) Where the accumulated tax refunds to be paid by the County as a result of such court orders and determinations are more than five (5) per centum of that portion of the real

property tax levy of the County to be levied for its municipal purposes for the year in which payment is to be made, is twenty (20) years.

§ 6. Each of the bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by general tax upon all the taxable real property within the County subject to applicable statutory limitations. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of said bonds and any notes issued in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

§ 7. Subject to the terms and conditions of this ordinance and the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the County Treasurer, the chief fiscal officer of the County.

§ 8. The County Treasurer is hereby authorized to cause such bonds and/or bond anticipation notes to be printed and to do such things as may be necessary to provide for the sale of such bonds and/or bond anticipation notes and to employ bond counsel to furnish to the purchaser or purchasers of such obligations an opinion as to their legality.

§ 9. The validity of any County bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) Such obligations are authorized for an object or purpose for which the County is not authorized to expend money; or

(b) The provisions of law which should be complied with at the date of the publication of this ordinance, or summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity, is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution of the State of New York.

§ 10. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as set forth in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

§ 11. The Clerk of the County Legislature is hereby directed to publish this ordinance in full, or a summary thereof, together with a notice in substantially the form prescribed by Section 81.00 of the Law in the official newspaper of the County.

§ 12. This ordinance shall take effect immediately upon its adoption.

PROPOSED ORDINANCE NO. 2–2016

AN ORDINANCE TO IMPLEMENT THE LOCAL GOVERNMENT ASSISTANCE PROGRAM IN NASSAU COUNTY.

WHEREAS, Section 1262-e of the New York Tax Law, as amended by Chapter 20 of the Laws of 2015, extends the Local Government Assistance Program in the County of Nassau through the calendar year beginning on January 1, 2017; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. For the calendar year 2016, there shall be paid to the several towns and two cities of the County of Nassau pursuant to subdivision a of section 2 of Local Law No. 18-1984 as last amended by Local Law No. 4-2015 and as incorporated in chapter 4 of title 9 of the Miscellaneous Laws of Nassau County, the following sums:

Town of Hempstead	$37,081,578
Town of Oyster Bay	$14,924,678
Town of North Hempstead	$10,782,587
City of Long Beach	$1,709,434
City of Glen Cove	$1,249,202

§ 2. The sums set forth in section 1 of this ordinance shall be subject to adjustment on a quarterly basis to reflect the actual sales and use tax revenues received by the County of Nassau from one-third of the three-quarters percent additional rate of such taxes and shall be paid to the cities and towns in four equal payments, as follows:

1st payment – April 30, 2016;

2nd payment – July 31, 2016;

3rd payment – October 30, 2016;

4th payment – January 29, 2017.

§ 3. For the calendar year of 2016, there shall be paid to the villages of the County of Nassau pursuant to subdivision d of section 2 of Local Law No. 18-1984 as last amended by Local Law No. 4-2015 and as incorporated in chapter 4 of title 9 of the Miscellaneous Laws of Nassau County, the following sums:

Atlantic Beach	$5,254	Baxter Estates	$2,776
Bayville	$18,530	Bellerose	$3,315
Brookville	$9,628	Cedarhurst	$18,316
Centre Island	$1,139	Cove Neck	$795
East Hills	$19,325	East Rockaway	$27,280
East Williston	$7,102	Farmingdale	$22,753
Floral Park	$44,076	Flower Hill	$12,962
Freeport	$119,088	Garden City	$62,159
Great Neck	$27,755	Great Neck Est.	$7,672
Great Neck Plaza	$18,636	Hempstead	$149,738
Hewlett Bay Park	$1,123	Hewlett Harbor	$3,509
Hewlett Neck	$1,236	Island Park	$12,934
Kensington	$3,226	Kings Point	$13,907
Lake Success	$8,152	Lattingtown	$4,832
Laurel Hollow	$5,424	Lawrence	$18,013
Lynbrook	$53,979	Malverne	$23,656
Manorhaven	$18,216	Massapequa Park	$47,257
Matinecock	$2,251	Mill Neck	$2,770
Mineola	$52,234	Munsey Park	$7,483
Muttontown	$9,717	New Hyde Park	$26,985
North Hills	$14,101	Old Brookville	$5,929
Old Westbury	$12,979	Oyster Bay Cove	$6,104
Plandome	$3,748	Plandome Hts.	$2,792
Plandome Manor	$2,423	Pt. Washington North	$8,763
Rockville Ctre.	$66,749	Roslyn	$7,697
Roslyn Estates	$3,476	Roslyn Harbor	$2,920
Russell Gardens	$2,626	Saddle Rock	$2,306
Sands Point	$7,433	Sea Cliff	$13,879
S. Floral Park	$4,901	Stewart Manor	$5,268
Thomaston	$7,271	Upper Brookville	$4,718
Valley Stream	$104,225	Westbury	$42,084
Williston Park	$20,247	Woodsburgh	$2,162

§ 4. This Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 3-2016

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE ON BEHALF OF THE COUNTY OF NASSAU TO EXECUTE AN AMENDMENT TO LEASE AGREEMENT, BETWEEN THE COUNTY OF NASSAU, AS LANDLORD, AND SUN E SOLAR XVII PROJECT5, LLC, AS TENANT, IN CONNECTION WITH THE LEASE OF CERTAIN PREMISES CONSISTING OF APPROXIMARELY 10.199 ACRES OF REAL PROPERTY SITUATED AT THE CEDAR CREEK WATER POLLUTION CONTROL PLANT, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID REAL PROPERTY KNOWN AS SECTION 63, BLOCK 261 AND A PORTION OF LOTS 765H AND 773 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU.

WHEREAS, as authorized by Ordinance No. 135-2014 of the Nassau County Legislature (the "Ordinance"), the County of Nassau (the "County") has entered into that certain Lease Agreement (the "Lease") with SunEdison Origination 1, LLC (the "Tenant"), a copy of which is on file with the Clerk of the County Legislature, relative to the County's leasing of certain land and the improvements thereon (the "Premises") consisting of approximately 12.5 acres of land situated at the Cedar Creek Water Pollution Control Plant in the Town of Hempstead known and designated on the Nassau County Land and Tax Map as Section 63, Block 261 and a portion of Lots 765H and 773; and

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission reviewed the proposed action, the leasing of the subject property, and recommended that the action be identified as a "Type 1 Action" pursuant to the New York State Environmental Quality Review Act ("SEQRA"), and has further

reviewed the expanded full Environmental Assessment Form ("EAF") for the proposed action and recommended that the Legislature upon its review of the EAF and all supporting documentation determine that the evidence before it indicates that the proposed action will have no significant environmental impact and does not require further environmental review; and

WHEREAS, the Nassau County Planning Commission, acting in an advisory capacity to the Nassau County Legislature, passed a resolution for the proposed action, a copy of such resolution being attached hereto as Appendix A and incorporated herein, recommending that no further environmental review or action is required on such proposed action; and

WHEREAS, pursuant to an Omnibus Assignment and Assumption Agreement entered into on September 29, 2015 (attached hereto as Appendix B), SunEdison Origination1, LLC, as Tenant, assigned and transferred to SunE Solar XVII Project5, LLC, as Assignee, all of Tenant's rights and interests in and to the Lease and the Assignee acquired and accepted such assigned rights and interests; and

WHEREAS, as a result of a LIPA/PSEGLI interconnection feasibility study (CESIR) that was released approximately two months after the Lease was executed, the capacity of the solar energy generation system was reduced from 3.88 MWdc to 1.852 MWdc; and

WHEREAS, as a result of the reduced solar energy generating capacity of the Tenant's installation, the County and the Tenant/Assignee have agreed to execute an Amendment To Lease Agreement reducing the size of the leased Premises from approximately 12.5 acres of land to approximately 10.199 acres of land and the annual rent payable to the County during the term of the lease from $105,456 to $70,000.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

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SECTION 1. That the County Executive be and he is hereby authorized to execute on behalf of the County of Nassau, the Amendment To Lease Agreement, subject to all the terms and conditions as contained in said Amendment To Lease Agreement.

SECTION 2. That the County Executive is hereby authorized to execute any and all other ancillary documents and to take such other action as is necessary to carry out the purposes of the Amendment To Lease Agreement and the Lease Agreement.

SECTION 3. That it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed action has been determined not to have a significant effect on the environment and that no further review is required for the reasons set forth in the attached determination of Non-Significance.

SECTION 4. This Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 4- 2016

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM COUNTY OF NASSAU IN TRUST FOR THE PURPOSES OF NASSAU COMMUNITY COLLEGE OF CERTAIN PREMISES LOCATED IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 44, BLOCK F, PART OF LOT 408 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMMATE THE SALE

WHEREAS, the County of Nassau did heretofore acquire title to the premises; and

WHEREAS, the premises are no longer required by the County of Nassau for public purposes; and

WHEREAS, the Nassau Community College Board of Trustees has requested that the County of Nassau convey to the County of Nassau in trust for the purposes of Nassau Community College the aforesaid parcel for the sum of One ($1.00) Dollar pursuant to a certain Contact of Sale, a copy of which is on file in the office of the Clerk of the Nassau County Legislature; and

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission has reviewed the proposed action and found that it is an “Unlisted Action” pursuant to the New York State Environmental Quality Review Act (“SEQRA”) and has further reviewed the Environmental Assessment Form (“EAF”) for the proposed action and recommends that the Nassau County Legislature upon its review of the (“EAF”) and any supporting documentation, if any, determine that the evidence before it

indicates that the proposed action will have no significant environmental impact and does not require further environmental review; and

WHEREAS, the Nassau County Planning Commission, acting in an advisory capacity to the Nassau County Legislature, passed a resolution regarding the proposed action, a copy of such resolution being attached hereto as Appendix A and incorporated herein, recommending that the Nassau County Legislature conclude that no further environmental review or action is required on such proposed action.

THEREFORE, BE IT ORDANED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

1. That the County Executive be and he is hereby authorized to accept the offer of purchase of Nassau County in trust for the purposes of Nassau Community College in the sum of One ($1.00) Dollar for said premises described as Section 44, Block F, part of Lot 408 on the Land and Tax Map of the County of Nassau subject to all of the terms and conditions as outlined in the contract of sale.

2. That the County Executive be and he is hereby authorized to execute the deed from the County of Nassau, as Grantor, to County of Nassau in trust for the purposes of Nassau Community College, as Grantee, and to execute any ancillary documents and instruments necessary to effectuate the terms of the contract of sale.

3. That it is hereby determined pursuant to the provisions of the New York State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed sale of the property has been determined not to have a significant effect on the environment and that no further review is required for the reasons set forth in the attached Determination of Non-Significance;

4. That this Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 5-2016

MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO ACCEPT, ON BEHALF OF THE COUNTY OF NASSAU, AN OFFER OF PURCHASE FROM BOLLA MANAGEMENT CORPORATION OF CERTAIN PREMISES LOCATED IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU. STATE OF NEW YORK, SAID PROPERTY KNOWN AS SECTION 37, BLOCK 421, PART OF LOTS 25 AND 27 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A DEED, CONTRACT OF SALE AND ALL PERTINENT DOCUMENTS IN CONNECTION THEREWITH TO CONSUMATE THE SALE

WHEREAS, the County of Nassau did heretofore acquire title to the premises; and

WHEREAS, the premises are no longer required by the County of Nassau for public purposes; and

WHEREAS, Bolla Management Corporation, owners of the adjoining property, have requested that the County of Nassau convey to them the aforesaid parcel and have made an offer of Twenty One Thousand Two Hundred ($21,200.00) dollars, pursuant to a certain Contact of Sale, a copy of which is on file in the office of the Clerk of the Nassau County Legislature; and

WHEREAS, in accordance with Section 1611 of the Nassau County Charter and acting in an advisory capacity to the Nassau County Legislature, the Nassau County Planning Commission has reviewed the proposed action and found that it is an “Unlisted Action” pursuant to the New York State Environmental Quality Review Act (“SEQRA”) and has further reviewed the Environmental Assessment Form (“EAF”) for the proposed action and recommends that the Nassau County Legislature upon its review of the (“EAF”) and any supporting documentation, if any, determine that the evidence before it

indicates that the proposed action will have no significant environmental impact and does not require further environmental review; and

WHEREAS, the Nassau County Planning Commission, acting in an advisory capacity to the Nassau County Legislature, passed a resolution regarding the proposed action, a copy of such resolution being attached hereto as Appendix A and incorporated herein, recommending that the Nassau County Legislature conclude that no further environmental review or action is required on such proposed action.

THEREFORE, BE IT ORDANED BY THE LEGISLATURE OF THE COUNTY OF NASSAU AS FOLLOWS:

1. That the County Executive be and he is hereby authorized to accept the offer of purchase of Bolla Management Corporation in the sum of Twenty One Thousand Two Hundred ($21,200.00) Dollars for said premises described as Section 37, Block 421, Part of Lots 25 and 27, on the Land and Tax Map of the County of Nassau subject to all of the terms and conditions as outlined in the contract of sale.

2. That the County Executive be and he is hereby authorized to execute the deed from the County of Nassau, as Grantor to Bolla Management Corporation as Grantees, and to execute any ancillary documents and instruments necessary to effectuate the terms of the contract of sale.

3. That it is hereby determined pursuant to the provisions of the New York State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that the proposed sale of the property has been determined not to have a significant effect on the environment and that no further review is required for the reasons set forth in the attached Determination of Non-Significance;

4. That this Ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 6–2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Health.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated January 5, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
6,800,000.00	United States Department of Health and Human Services	GRT	HE	AA	102,708.00
		GRT	HE	AB	43,617.00
		GRT	HE	DD	1,800.00
		GRT	HE	DE	6,651,875.00

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 7 –2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Parks, Recreations and Museums.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated January 8, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
486,906	Hotel/Motel Room Tax	GRT	PK	DE	486,906

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 8–2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Parks, Recreations and Museums.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated January 8, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
55,640	Hotel/Motel Room Tax	GRT	PK	DE	55,640

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 9 –2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Department of Social Services.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated, January 6, 2016,, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
136,500	NYS Office of Children and Family Services	GRT	SS	DD	2,000
		GRT	SS	DE	129,500
		GRT	SS	HH	5,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 10–2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated January 6, 2016 addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
50,000	New York State Office of Homeland Security	GRT	PD	BB	50,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 11–2016

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated January 6, 2016, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

TOTAL AMOUNT (in dollars)	**SOURCE OF FUNDS**	**APPROPRIATED TO:**			
		FUND	**DEPT. CODE/Index**	**OBJ. CODE**	**AMOUNT** (in dollars)
100,000	New York State Office of Homeland Security	GRT	PD	BB	100,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a "Type II" Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

JANUARY 25, 2016 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicolello– Vice Chairman
Dennis Dunne
Howard Kopel
Kevan Abrahams – Ranking
Judy Jacobs
Carrié Solages

William J. Muller III, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	Summary
B-2-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND PHILIP ROSS INDUSTRIES, INC. B-2-16
E-6-16	**HE**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU AND NASSAU HEALTH CARE CORPORATION. E-6-16
E-7-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND THE SAFE CENTER, LI INC. E-7-16
E-8-16	**DA**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE, AND EAC, INC. E-8-16
E-9-16	**BU**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND THE NASSAU COUNTY BAR ASSOCIATION ASSIGNED COUNSEL DEFENDER PLAN, INC. E-9-16
E-10-16	**HE**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HEALTH AND SIVIC SOLUTIONS GROUP, LLC. E-10-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-11-16	**SS**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND FAMILY FOCUS ADOPTION SERVICES. E-11-16
E-12-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS LLP. E-12-16
E-14-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-14-16
E-15-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND BILL'S TOWING SERVICE INC. E-15-16
E-16-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND OGDEN BROTHERS COLLISION, INC. E-16-16
E-17-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND K & G GARAGE. E-17-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-18-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND T & D TOWING CORP. E-18-16
E-19-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND ALL COUNTY TOWING AND RECOVERY. E-19-16
E-20-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND NORTH SHORE AUTO AND TOWING. E-20-16
E-21-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND C & R AUTOMOTIVE D/B/A AAAA-1 AUTO AND TOWING. E-21-16
E-22-16	**PD**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND AI GRAND AUTO BODY, INC. E-22-16
E-23-16	**SS**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND EAC, INC. E-23-16

Clerk Item No.	Proposed By	Assigned To	Summary
E-24-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC. E-24-16
E-25-16	**AT**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC. E-25-16
E-26-16	**SS**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND MERCYFIRST. E-26-16
E-27-16	**PW**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND H2M ARCHITECTS & ENGINEERS. E-27-16
E-28-16	**FC**	**R**	**RESOLUTION NO. -2016** A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY FIRE COMMISSION AND THE NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD. E-28-16

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
PRESIDING OFFICER

FULL LEGISLATURE

NORMA GONSALVES,
CHAIRWOMAN

1550 Franklin Avenue
Mineola, New York

January 25, 2016
1:09 p.m.

REGAL REPORTING SERVICES
516-747-7353

A P P E A R A N C E S:

NORMA GONSALVES
Chair

KEVAN ABRAHAMS
Minority Leader

SIELA A. BYNOE

CARRIÉ SOLAGES

DENISE FORD

LAURA CURRAN (Not Present)

C. WILLIAM GAYLOR

HOWARD J. KOPEL

VINCENT T. MUSCARELLA

RICHARD J. NICOLELLO

ELLEN BIRNBAUM

DELIA DeRIGGI-WHITTON

JAMES KENNEDY

LAURA SCHAEFER

DENNIS DUNNE, SR.

JUDY JACOBS

ROSE MARIE WALKER

DONALD MACKENZIE

STEVEN RHOADS

WILLIAM MULLER
Clerk of the Legislature

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CHAIRWOMAN GONSALVES: Legislator Dunne, would you please lead us in the Pledge of Allegiance?

(Whereupon, the Pledge of Allegiance was recited.)

CHAIRWOMAN GONSALVES: Mr. Muller, would you please call the roll?

CLERK MULLER: Deputy Presiding Officer Nicolello?

LEGISLATOR NICOLELLO: Here.

CLERK MULLER: Alternate Deputy Presiding Officer Kopel?

(No verbal response.)

CLERK MULLER: Legislator Bynoe?

(No verbal response.)

CLERK MULLER: Legislator Solages?

LEGISLATOR SOLAGES: Here.

CLERK MULLER: Legislator Ford?

LEGISLATOR FORD: Here.

CLERK MULLER: Legislator Curran?

(No verbal response.)

CLERK MULLER: Legislator Gaylor?

LEGISLATOR GAYLOR: Present.

CLERK MULLER: Legislator Muscarella?

LEGISLATOR MUSCARELLA: Here.

CLERK MULLER: Legislator Birnbaum?

LEGISLATOR BIRNBAUM: Here.

CLERK MULLER: Legislator DeRiggi-Whitton?

LEGISLATOR DeRIGGI-WHITTON: Here.

CLERK MULLER: Legislator Kennedy?

LEGISLATOR KENNEDY: Here.

CLERK MULLER: Legislator Schaefer?

LEGISLATOR SCHAEFER: Here.

CLERK MULLER: Legislator Dunne?

LEGISLATOR DUNNE: Here.

CLERK MULLER: Legislator Jacobs?

(No verbal response.)

CLERK MULLER: Legislator Walker?

LEGISLATOR WALKER: Here.

CLERK MULLER: Legislator MacKenzie?

LEGISLATOR MACKENZIE: Present.

CLERK MULLER: Legislator Rhoads?

LEGISLATOR RHOADS: Here.

CLERK MULLER: Minority Leader Abrahams?

(No verbal response.)

CLERK MULLER: Presiding Officer Gonsalves?

CHAIRWOMAN GONSALVES: Present.

CLERK MULLER: Legislator Bynoe is here.

CHAIRWOMAN GONSALVES: Okay.

At this point in time, we have two points of personal privilege. I'm going to begin with Legislator Walker's point of personal privilege.

LEGISLATOR WALKER: Presiding Officer, today I'm truly blessed to have a very, very special man as my point of personal privilege and someone to honor. Although this gentleman lives in my district, every district in Nassau County, as well as the entire state, this entire country, and beyond this country has benefitted from the work that this gentleman has done.

My honoree today is retired firefighter from the FDNY, Ray Pfeifer. Ray is a long-time friend of my family. I am truly blessed to call him my friend. But he's been a friend to so many more. I'm sure many of you have seen articles written about Ray. He received the key to the City not long ago. And before we came down here this afternoon, he received the key to the County, which was a little surprise to him.

Ray spent many, many years - I'm not

going to give the exact amount - in the fire department in the City, giving of himself day in and day out. On 9-11, Ray was there, and Ray spent months and months afterwards, working on the pile, doing all he could to find many of his friends or anything he could that would help the family of his friends.

Ray has fought day in and day out to make sure that his friends were not forgotten, that those we lost that day and those we continue to lose are remembered and still have people fighting for them.

Ray, himself, has been very, very sick but he hasn't let that get in his way. He's blessed by a tremendous wife, Karen, who works over in our Superior Officer's offices; she has worked there for many years. He's got an amazing son, Terrence, and a beautiful daughter, who I've had the pleasure of knowing since they were little, little children. To see the look in their eyes when they talk about their dad and know all he's fought for and how much he's fighting for personally would just bring tears to all of your eyes.

I could go on and on. I'm going to let Ray fill you in a little bit about all he's done over the past number of years, many years, and then we'll present him with a Citation. Then, Norma, I'd ask if we could all because, as I said, he happens to live in my district but he really belongs to all of us.

Ray, if you'd step up, please.

MR. PFEIFER: Thank you. This is - thank you. Thank you.

Standing here, I'm a poster boy for a Bill that was way overdue in Washington. Many, many, many people worked on this. I just happened to be at the place at the right time, at the wrong place, whatever.

Think about it right now, in this county, how many people are affected by 9-11. We're dying from the terrorists still, 14 years later we still are. This bill helped a lot of Nassau County police officers, a lot of residents. All 19 districts, there are thousands of people. 33,000 people are being treated right now under this bill. There's almost 80,000 people that are being monitored. This is going to go far beyond

this also, in regards to the military. They're going to use our study. It's the only study that we have so many people that we can help our military. So it goes way beyond.

All I did was go down and fight the politicians that wanted to fight us. You've got to remember, a lot of them didn't like us, still don't. So we went down and really lobbied it. It was a lot of people. A lot of people in this room made phone calls. I'm sure a lot of people helped us out here. And I want to thank everybody here.

My family, they've been with me the whole time helping me out and doing everything. Rose, a personal friend, has been with me since I've been diagnosed with Stage 4 cancer in 2009. She's helped my family make sure everything was taken care of.

I love this county. I love where I grew up in Levittown. I live in Hicksville now. There's nothing like Nassau County, believe me.

Thank you so much. This is way over the top for one guy that's just the poster boy. Thank you.

LEGISLATOR WALKER: And I can tell you all that this is how Ray is every day, always with a smile on his face, no matter how tough the day is, always has a positive thing to say. You certainly helped me get through some tough times, Ray, and we're here for each other, and I know you've been here for so many.

On behalf of everyone in the 17th Legislative District, certainly everyone in all of our districts in all of Nassau County - I know my citation is a lot smaller than the county executive's and I don't have a key to give you, but there's a lot of love packed in this Citation.

MR. PFEIFER: I know that.

LEGISLATOR WALKER: So this is just a little something for you, just in remembrance of us saying thank you to you for all you've done for all of us.

MR. PFEIFER: Thank you. I appreciate it.

LEGISLATOR WALKER: God bless you always.

I'd ask the other legislators, if they'd

come down and join us. It's probably easier for you to come down than for us to get up there.

CLERK MULLER: And Legislator Jacobs and Minority Leader Abrahams are both there.

CHAIRWOMAN GONSALVES: Legislator Ford would like to speak regarding Ray.

LEGISLATOR FORD: Good afternoon, everybody. I would be remiss, from somebody who has a personal involvement with the fire department and the City of New York without recognizing Ray and all that he's done.

We all know how brave and what heroes are firefighters are, that they are the ones that run into danger. Nothing was so apparent of their true bravery than on 9-11, when so many knew when they were going up into the Towers that this probably would be the last call that they would ever answer, and they still went. Even after the Towers came down, how many hours and how many days, how many months our emergency personnel, especially our firefighters, our police, and our construction workers labored to try to bring closure to so many families. When we think of heroes, we think of police, we think of cops, and

fire fighters. But when you look at Ray, you know that his journey has proven that not only is he a hero fire fighter to all of us, but he's a hero to all of those emergency people that are now suffering. As he said, so many thousands are sick because of 9-11 and working on the pile down there.

Ray, I have to say I wish you luck in your treatment. I know that you are very special to all of us. I cannot underscore or say enough about the bravery both you and your wife are showing. I wish you, I really do, I wish you a lot of luck in the days ahead and the years. I'd like to see you once again at our parade for our waterfront warriors. You are always there supporting the military, as you support so many people.

I know that fighting for this Zagroda Bill took a lot out of you. I have to hope with all the love that you feel in this room and wherever you go that you get a lot of it put back into you, a lot of energy, because we're all pushing for you. We love you. Thank you for all that you do.

CHAIRWOMAN GONSALVES: As we have done since September, we have been privileged in recognizing top cops in Nassau County, and today is no exception. I'm going to call on President of the PBA, James Carver, to introduce today's top cop, Robert Kellener.

MR. CARVER: Good afternoon everybody. Happy New Year. I think it's the first full meeting of the year, unless I'm wrong again.

It's actually a great privilege to be here today with our top cops, but a bigger privilege to be standing next to Ray. I know having two brothers, City fire captains, I know all the stuff that you guys have been through. It takes a real man to sit there and know that he's fighting Washington, D.C., yet you stood up there and you did the right thing. On behalf of all my members that went on that day, I want to thank you too. Great job.

We're here today to honor top cops, as we do every month. It's a great thing. I thank you all for giving us the privilege of being able to talk about the great work that our police officers do. The commissioner and I are totally

on board with this.

Back on October 10, 2015, just imagine, three o'clock in the morning you're in your house, sleeping, and everything is nice. All of a sudden you hear somebody in your house and you call 9-11. That's what happened on that day. A female was home alone, hears something in the house, hears somebody burglarizing her house, calls 9-11, our police officers respond, quick fashion - and this is in Massapequa. They get there very quick. As soon as they get there, the bad guy runs out. Officer Kellerman, who was 29 years on the job, getting ready to retire, what does he do? Most people would sit there and say I got 90 days left. Maybe I'll take a slow run. Even though he put on a little weight over the years, he ran him down and he got this guy. And he got this guy. Thankfully he did. If you commit one burglary, you know you're going to commit a lot of burglaries in the neighborhood. And if he did that one, you know he's responsible for others.

Again, probably the most intrusive thing that you can do is break into a house while there

are people in there. At that point, you have no fear, if you're going to do that.

Again, the great work of Bobby Kellerman, again, with 90 days left in his career. He wasn't thinking about his retirement; he was thinking about keeping this neighborhood safe. Like all police officers, you sit there and say no crime should happen on my post when I'm working. And we all take it very personal; he did that day and he got his man. For that, we're honoring him as a top cop this month.

ACTING COMMISSIONER KRUMPTER: I'd like to start by echo everybody's nice words about Ray. An important battle you're fighting, not only for yourself, but taking your time and taking care of all the men and women that responded to 9-11. On behalf of the men and women of the Nassau County Police Department, we do have a lot of them that were impacted that spent a lot of time there with you, thank you for all that you've done. It's truly heroic and it is humbling just standing here next to you. Thank you.

There is probably nothing more terrifying

than to have somebody break in your house. That's your sanctum, where you live, where you feel a degree of safety and comfort. Probably the worst thing that could happen to somebody is that somebody breaks into the house. It's a truly terrifying experience.

Today, we have Police Officer Kellerman, who I had the opportunity to work with in the Fifth Precinct, once upon a time, who is working each and every day up until the day he retires. It makes it even a little more special. It just shows you the level of dedication of the men and women of this department. Truly heroic actions by Police Officer Kellerman. Congratulations.

I'd also just like to take a moment and thank this legislative body, who continues to recognize the members of this department and the great work they're doing day in and day out. The day doesn't go by that police officers in this department aren't doing a great job. So thank you for that.

Congratulations to Police Officer Kellerman. May you have a healthy and very long retirement.

CHAIRWOMAN GONSALVES: Does Officer Kellerman want to say anything?

MR. CARVER: He trained me too. He was down in --

CHAIRWOMAN GONSALVES: He trained you too?

MR. CARVER: He didn't just work on the street. He also worked at the Firearm's Training Bureau for many years down there, teaching tactics and firearm's training. He was definitely one of the best that we had down there, down at the range. I want to thank you for taking care of - how many recruit classes that he went through the process with, teaching them the tactics needed to survive out there on the street. Thanks.

MR. KELLERMAN: I have nothing to say, except I enjoyed working for Nassau County. It was one of the best experiences I ever had. It was like a team. Everybody knows what to do and everything works out together. Thank you.

CHAIRWOMAN GONSALVES: Officer Kellerman, are you listening? All of us up here wish you a very long and happy retirement. And

every now and then I'm sure that James Carver would like to see you and talk about old times.

In the meantime, I have a citation from this body to present to you. I will bring it down there. Anybody who wants to join me, feel free to do so.

Now it's approximately 1:43 - am I correct, Mr. Clerk?

CLERK MULLER: Yes.

CHAIRWOMAN GONSALVES: Since there are so many of you who wish to partake in our public comment session, I am going to extend the 30 minute public comment portion of the meeting to one hour.

I'm asking you thing; I know there are several of you who have put in slips and they're there. Chances are I can't get to all of you within that one hour. But we stay in our seats right after the Full Legislature meeting to listen to the concerns of the rest who have not had an opportunity.

We have one hour. I'm going to being by saying to you we have a three minute limit. I also would like you to understand that sometimes

we're tempted to engage in a back-and-forth session with the legislators, that takes from that one hour. I think in all fairness to all of you, who have been sitting here for a while, that you would like to be heard. Not all of you are here for the same reason. So I am going to begin calling those who have put in their slips early enough and are not going to be speaking on the issue of the casino. Remember, we'd like to get to most of you within that one hour and hopefully we will. If you engage in the procedure that I have just laid out to you. Hopefully, hopefully my colleagues on the dais will give you that opportunity to voice your concerns regarding the casino.

With any further ado.

LEGISLATOR SOLAGES: Presiding Officer, I just want to inquire. During the public comment, the hour long public comment, our speakers who are here, who took the time out to come here in the cold weather to speak on the casino issue, are they allowed to speak during the one hour period of public comment.

CHAIRWOMAN GONSALVES: I said if we

don't engage in a back-and-forth conversation with the individuals who have come here to voice their concerns regarding the casino, then we can get to a good portion of all of them. If not, guess what -

LEGISLATOR SOLAGES: I just wanted to make sure.

CHAIRWOMAN GONSALVES: If not, I did say, after the one hour we will go into the full legislature meeting and begin with the calendar and then come back and listen to the rest of the individuals who choose to remain and voice their concern.

In the meantime, I'd like to begin. The time is now --

LEGISLATOR SOLAGES: Just to clarify, are you beginning with the casino speakers?

CHAIRWOMAN GONSALVES: I'm beginning with whomever gave me the first. I'm sure they're not going to occupy too much of the time.

LEGISLATOR SOLAGES: Okay. Thank you very much, Presiding Officer.

CHAIRWOMAN GONSALVES: Bill, what time is it?

CLERK MULLER: 1:45.

CHAIRWOMAN GONSALVES: You got it. So at 2:45 --

CLERK MULLER: I will tell you.

CHAIRWOMAN GONSALVES: Thank you very much.

Joanne Borden.

MS. BORDEN: Good afternoon. On January 20 the New York State Division of Human Rights started protecting transgender people from harmful discrimination, and that includes transgender people in Nassau County. That was a good and moral thing to do. And it was long overdue. An anti-discrimination law is important because many people live in constant fear of losing their job because they were born with a birth variation called transgenderism; a birth variation medical scientists say is not different than red hair or left handedness. Now it is time for this legislature to reaffirm their often publicly stated belief that Nassau County's Human Rights Commission will also clearly protect transgender people as the law does for race, religion and all others.

You need to conform to the state's ban on discrimination clearly, by passing the Gender Clarification Amendment. End the doubt that transgender people have regarding local protection. And, most important, most important, local employers will know local authorities will enforce the law.

State laws are important because their protection reaches rural areas. However, a state law is dictated by people preaching morality in a distant city. A local law involves your neighbors, people you pass in the street, who squeeze their wagons passed yours in the supermarket, telling you what is right and what is wrong. Nothing is more powerful than you, local people, reminding your constituents all harmful discrimination is wrong.

A message from local people always has a great impact on local people and raises the moral message to a higher level. We need the power of your voice to your constituents repeating it is morally wrong to discrimination against any of God's children.

Pass the Gender Clarification Law and

send a needed clear and powerful message that harmful discrimination will not be tolerated in Nassau County.

Thank you for listening.

CHAIRWOMAN GONSALVES: John Kenny.

MR. KENNY: Hello, members of the Legislature. Thank you for the opportunity to speak to you. I'm John Kenny from Audrey Lane in East Rockaway. I live adjacent to the Bay Park Sewage Treatment Plant. And there are a number of items I'd just like to touch base with you on and make you aware of.

Obviously, in the paper there was a recent decision on the part of the federal government not to fund the ocean outfall, which would make treatment to a level of removal of nitrogen more problematic. This decision of not to allow an ocean outfall means that we're going to have to comply with an enhanced level of denitroficiation, removal of that particular element that will cause blooms of algae and other issues in our western bays.

Now, you should realize that the local community in East Rockaway, Bay Park, Oceanside,

we're all environmentalists. We live by the water. You should also realize that there is untold economic loss from the continued minimal treatment of the effluent that goes into our western bays and directly into Reynolds's Channel, opposite the Magnolia Pier in Long Beach.

Having said that; We, as local constituents, local citizens, are also obviously concerned about the sewage treatment plant itself. Of course, over the years the sewage treatment plant, which was put into our community and occupied a very small footprint, has moved beyond that boundary. As each new federal mandate has come up and each new federal mandate has dictated, for instance, no more ocean dumping, we had to facilitate within the footprint of the plant, the 40 acres, a dewatering facility, a large facility. We also had, back in 1992, became the host of an in-house generation plant, which was left to wither and never really ran very well. Pre-Hurricane Sandy, the henhouse generators were not functioning and we had to endure many, many months unnecessarily

of auxiliary generators. We're happy to report - we went to a meeting with Deputy County Executive Rob Walker, Shilah Shah, the Commissioner of Public Works, and they are on board. They had representatives from PSE&G. They will, in fact, now be trying to facilitate the importation of power from Power Professionals, that's PSE&G, to the Bay Park facility in East Rockaway, Bay Park. That will allow the county to decommission those existing generators; that's a wonderful thing. We want to caution you. You should be aware that the DPW also told us at that meeting that they will now try to recapture and benefit from that methane, that is a natural byproduct of the sewage treatment process. It's currently being flared off from a location internal into the plant. But what they would like to do is they would like to put in some type of a power generation facility to capture that bit of energy. They still need a feeder cable coming in from PSE&G. When we heard this, we said that's great. We thought about it and said we have to be very careful.

CLERK MULLER: Your three minutes have

expired, sir.

MR. KENNY: I'll just go on for another minute.

The county said when they put in their initial generators that they would run, they were the most efficient; they never ran right. So now we're getting new generators.

We also want to just call your attention to E-3 Generation Building, which they're siting right on Marjorie Lane, within 100 feet of the road. It's a 60 foot building, 150 by 150 footprint, with five diesel generators located on top.

At the meeting with Rob Walker, the Commissioner, we explained to them, hey, look, you've got 530 feet. Not to put it in somebody else's backyard, not to put it closer to whatever residents, but to site it back a little bit away from the road so it's not looming over our houses, so that when you have to start up these generators and run them, that they're not going to be impacting on us. They have to be run routinely, even if they're auxiliaries, if there is a power outage or they have to be tested.

CHAIRWOMAN GONSALVES: Mr. Kenny, would you please wrap it up.

MR. KENNY: Okay. Thank you.

As always, what we want to say is we're dealing with the aftermath of Sandy. We're dealing with the aftermath of all the improvements, the construction issues at the plant. We just ask your cooperation, in terms of making sure that DPW does the right thing by us and makes some accommodation for us so we can continue to host this plant that is going to hopefully do a better job for the county and all of its residents.

I thank you for your time. Thank you.

CHAIRWOMAN GONSALVES: David Hsing.

MR. HSING: Good evening, ma'am. Good afternoon, Legislators. My name is Colonel United States - Colonel David Hsing, United State Army, Retired. I'd like to speak to you about the contracting problem in Nassau County.

My suggestion to solve it is very easy: I'd like to see you adopt, word for word, the Federal Acquisition Regulation which the United States Government uses. It is a perfect thing.

It has been in existence for 50 years. It will solve all of your problems right away.

I know that you had gentlemen like Robert Catell, Stuart Rabinowitz, and Frank Zarb talk to the county about it. However, they have never been United States Government contracting officers. They have never held the allegiance and the Oath of Offices of government contracting officer, and they certainly haven't completed all the list of schools that's required before you can sign on the dotted line as a U.S. Government contracting officer. So my suggestion to you is you don't have to research the law, you don't have to write the law, you don't have to do anything except immediately adopt the law and, therefore, you will have a contracting process will get you everything from a pencil to a satellite.

As they told us in one of the classes - and I'll make it very simple - most of you would say this is a pencil; however, it is really a writing instrument, graphite, wood encased, septemubulm shape, yellow, six inches long with a rubber end. If you research and development

that, it will cost you $24,000. If you go to Staples, it will cost you $1.00. That's what the federal acquisition will regulate and mandate.

Thank you for your attention.

CHAIRWOMAN GONSALVES: Thank you very much, Mr. Hsing.

Brian Sullivan.

MR. SULLIVAN: Good afternoon, ladies and gentlemen of the legislature. A lot of familiar faces here. I'm a blast from the past. I was - for anybody that doesn't remember, I was the Vice President of the Correction Officer's Union for ten years - eight years, I was in the union for ten years, briefly the president up until about four years ago. I'm back. A lot of familiar faces. A lot of new faces up here. I apologize if I haven't touched based with you. We've had a heck of a transition in the last couple of weeks going in. I promise I will be in touch with every single one of you. I hope to meet with you individually. One or two of you I've met with. But I just wanted to formally introduce myself on the record.

To my right is Patrick McDevitt; he's the

First VP of the Union. He's going to be the legislative liaison. He's going to be the burrow under a lot of your saddles over here for most of the meetings. I'll be the itch. He'll be the burr.

Just to get going with a few things that I just wanted to touch base on. It's basically just an introduction.

The after effects of the freeze, I don't think it was adequately conveyed to the public and to the legislature and the county just how the wage freeze affected our members. I had at least 15 of my members go bankrupt during the freeze, people that were low on the steps that had to work three, four, and five other jobs. There was a lot of it that went into that. It didn't affect other employees of the county and unfortunately other employees of the county were laid off. A lot of people were hurting. A lot of people are still hurting.

Right now, going into this, my new term, we're in a honeymoon period with the county. We're getting along very well with everybody. Everything is wine and roses. I've had a couple

of very productive meetings with the county executive, the deputy county executive, and the sheriff. I certainly hope to see that continue. I have hopes that it will continue.

My board, my new board that came in, our top priority is security of that correctional facility. Security, security, security of the inmates and particularly, as the union, of my members. I want my guys to be safe. I want that to be a safe facility. And I certainly expect cooperation from the sheriff, the county executive, and the legislature to get just that done.

There's been a lot of cuts over the last four or five years. I joke with the sheriff that it's time to put his red pen away. We need to run a facility. I understand that the place has been cut. But we still have a lot of issues. We have weapons in the facility. We have that K-2 synthetic marijuana in the facility. Of course, the bottom issue is money. I want the tools. I want metal detectors. I want shakedowns. I want searches. It's going to need attention. Unfortunately, to run a facility like that, the

county jail is like the county's boat; it a hole in the ground you pour money into.

It would nice to get inmates in there from other jurisdictions that would pay us for the headcount - I'd be all for that - to help offset the costs of anything. But we need to pay attention to security here. You've seen all the things in the newspapers, Riker's Island, things like that. I'm sure everybody remembers me here. It's the same inmates that come back and forth. There are a lot of City inmates here that come out. You see the slashings and everything else in the City. There are slashings of inmates out here. If one of my officers gets slashed, you're going to hear me screaming from the rooftops that we need to get tighter on the security.

CLERK MULLER: Your three minutes have expired, sir.

MR. SULLIVAN: I’m going to wrap it right up.

A lot of other issues that we have. I'm hoping to get cooperation on. Legislator Ford, we worked in the past about getting body alarms done. Vests, training is of utmost importance.

There are a couple of other sensitive issues I spoke to the county executive about that I hope to - I'm not going to speak about here because they're sensitive issues.

Basically, you know, with the freeze, with the financial issues that have been on the county, I understand we've got to count beans. We've said that. I've stood at this legislature in front of Mr. Schmitt and legislatures in the past. We understand we've got to count beans, but there's also a human element that goes along with this. There is safety of the community, safety of the inmates, and my utmost concern is the safety of our officers at that correctional facility. We just need the tools. If you give us the tools, we'll do the job.

Thank you very much.

CHAIRWOMAN GONSALVES: Thank you very much, Mr. Sullivan.

Kevin McCaffrey.

I just want, before we get into the concerns of the communities regarding Belmont and the VLTs, I would like to address the issues as the VLTs and not casino. Mr. McCaffrey.

MR. MCCAFFREY: Thank you, Presiding Officer and Legislators. My name is Kevin McCaffrey. I'm here as a member of Teamsters Local 707 speaking on behalf of the hardworking men and women of OTB who are represented by Teamsters Local 707 and who will be working at the proposed VLT facility at Belmont.

I stand here in opposition to the resolution calling for the removal of any OTB directors who are not willing to come out publicly and make a commitment not to support the placement of a temporary or permanent facility for VLTs at Belmont or anywhere in Nassau County. But I do stand here in support of good paying jobs with medical and pension benefits for the current and future members of Teamsters Local 707 who will be working at that VLT facility. I am hopeful that these future jobs will also be made available, on a priority basis, to the residents of Elmont and Floral Park as well.

This is not just about jobs for any members. It's about good paying construction jobs for the building trades members, many who live in the surrounding community. It is more jobs

created by local businesses, who will benefit from the increased economic expansion and the communities surrounding Belmont. It's also about the increased revenue to the county, to support more services to the surrounding communities and additional revenues to share into the host communities of Elmont and Floral Park. We just stood up and heard many of the challenges that the county faces in public safety, such as the police, and also, as we just heard, from our corrections officers.

As a Suffolk County Legislator, I know full well the impact of the necessary for increased revenue to support the services in these times.

People will speak of the evils of gambling. But the facts of the matter is gambling will go on regardless of the placement of VLTs at Belmont. Less than ten miles away at Aqueduct the most successful VLT operation is in effect right now. It is revenue that would have gone to New Jersey, Pennsylvania, or Connecticut.

Gambling is all around us, whether we want to admit it or not. You stand in line at

the stationery store, the Powerball fever almost took over Long Island. You see the millions and millions of dollars that are going to Draft King and Fan Dual right now in those operations. Who among us doesn't take a chance with a Super Bowl pool just to keep it interesting? Yes, currently at Belmont and for the last 148 years, gambling has been occurring at that very location.

These VLTs are projected to generate 10 to $20 million for Nassau County; $72 million to the state for school funding, and over 300 good paying permanent jobs, something every community could use.

Last year, as a Suffolk County Legislator, a similar bill was brought before us in opposition to the Medford VLT facility. I will say again as I said last year: I believe the adverse impact on the community is overstated, in terms of traffic, and also the other affects are being blown out of proportion. I believe at the end of the day this will only be a positive for these communities. But even so, if I wasn't completely convinced and I had a decision to make, rest assured, I will always err

on the side of creating good paying jobs and economic development for these communities; I ask you to do the same. I urge you to do what we did in Suffolk County last year and vote against this resolution.

Thank you for your time.

CHAIRWOMAN GONSALVES: Thank you, Mr. McCaffrey.

Listen. Bill, I'm going to interject here for a minute.

I know how this issue is playing on the communities of Elmont and Floral Park. But we are here to listen to your concerns. And I want you to know that we understand your concerns.

The process has not begun. The process begins, really, when the site is defined as the site. According to State Law, an environmental impact study has to be done. And that impact study does include some of the concerns that you're going to raise here today.

I come from a very community leader, community activist base. I have to tell you that there were many facilities in my district that were very adverse to the residents of my

community. So know why it is important to listen to you, to hear your concerns so that they will be addressed in whatever follows.

The process has not begun as of yet. It begins with the state environmental impact study.

By the way, this does not - my comments subtract a few minutes from the - yes, I'm serious. I look at the clock too. Please, give respect to one another. You don't all have to agree, but you all really should be listening to one another. That's what I'm asking you to do today.

I'm going to begin with Laura Ferone, who I believe is part of the Floral Park-Bellerose School District.

Remember what I said, be respectful.

MS. FERONE: Thank you. Thank you for allowing me to speak today. My name is Laura Ferone. I come here as president of the Floral Park-Bellerose School District Board of Education and as a trustee on the Sewanhaka Central High School District Board of Education. More importantly, I come here on behalf of the 930 elementary school students, grades pre-K through

six, who attend the Floral Park-Bellerose School, as well as the 1500 students, grade seven through 12, who attend Floral Park Memorial High School.

I am here to publicly state our strong opposition to the proposed VLT casino that is being contemplated being placed at Belmont Park. For those of you not familiar, the Floral Park-Bellerose Elementary School is located adjacent to the Belmont property, half a mile from the grandstand and separated by 1137 feet of chain link fencing. The grandstand is clearly visible from the school, literally within walking distance. We have grave concerns about the safety and welfare of our students should this proposal become a reality.

Statistics demonstrate that casinos increase crime and much of that crime often occurs outside the casino in the parking lot. We have concerns about what our students may witness, should this come to fruition. There are up to 300 children at a time playing at lunch, recess, and physical education during a given school day. Our play structure lies within eight feet of the fence. On weekends there can be up

to 1,000 children playing soccer and utilizing our school fields. We have many safety concerns about any activity that takes place on the opposite side of that fence.

Floral Park Memorial High School is located across the street from the Plainfield Avenue entrance to Belmont Park, known as Gate 8. This entrance is a direct route to the grandstand, just .6 miles from our school. Unlike many rumors that the gate is traditionally closed, I have lived in Floral Park for 27 years, it is open on a regular basis. Last week, I drove there myself and it took me under a minute and a half, door to door, from the high school to the grandstand, going the Belmont speed limit.

We are an open campus for seniors, and truly must agree that high school students and young adults should not be able to drive to a casino in under a minute and a half. I hate to think that our young, impressionable students could conceivably go to gamble during their lunch period. Again, this VLT casino proposal is too close a proximity to our school.

With regard to the proposed site.

Belmont Park is the fourth proposed site to date. Prior sites, as you are all aware, include Plainview Raceway, the Nassau Coliseum, and the Westbury-Fortunoff site. All were fiercely rejected by residents in each of those neighborhoods. The Coliseum was particularly rejected by Hofstra University because of the negative impact that such a venue would create around impressionable students; we agree completely. Our schools are in closer proximity to Belmont than Hofstra University is to the Coliseum.

We have heard the rhetoric that gambling is gambling and Belmont is a perfect location because there is already wagering there.

CLERK MULLER: Your three minutes have expired.

MS. FERONE: I'm almost done.

As a nurse, I have another analogy. Advil and morphine are both pain medications, yet they both have very different side effects and very different long-lasting implications. I urge all of you to educate yourself about the real differences between VLT as a form of gambling,

it's analgesic nature, virtual around-the-clock access, and speed at which one can bet, more often ten times or more per minute, is a recipe for addiction. I hate to think that close proximity to a high school would only spell disaster.

In addition, residents throughout the county are voicing concerns. Maybe we need to change the conversation about how we can work better together to find real, long-term, positive solutions for Nassau County.

Our community and our children are worth more than $20 million needed to close the budget deficit.

With regard to the anticipated revenue from this venture, I ask each of you to read New York State Comptroller's report on gaming from May 2014. Tom DiNapoli clearly states that at this point it is difficult to quantify new state revenue from new casinos due to market saturation, close proximities of casinos to one another, and shifting revenue. Aqueduct World Resorts, I remind you, is only ten miles from Belmont. Why would we gamble with our children?

Why would we gamble with our communities, especially in light of our own state comptroller's report? I urge you to read it.

I clearly understand the county's fiscal needs and challenges; school districts have faced many of these challenges and yet school districts across Nassau County have made it work.

I leave you with four lines of advice from the West Point cadet's prayer: Choose the heart of right instead of the easier wrong; never settle for a half truth when the whole truth can be found; let us come together, let us choose the harder right and find better solutions, long-term positive solutions for our county instead of a quick buck in a slot machine; let us take the time to vet the real facts about the real risks and the real revenue; let's demand that OTB provide real information instead of half-truths, pipe dreams, and fantasies about what this type of venue will really bring to a community.

I thank you for listening. I invite you all to please come visit our district where we can better show you our concerns. I look to changing the dialogue and working together for a

better Nassau County, one that I know we can be.

Thank you.

CHAIRWOMAN GONSALVES: Thank you very much, Ms. Ferone.

Alison McCarthy. Is there an Alison McCarthy here? Okay. Let's go.

Try to stay with the three minute limit, because it's still going to be one hour. So, please, try to stay within the three minute limit. Thank you very much.

MS. MCCARTHY: Thank you. My name is Alison McCarthy and this is Erin McCarthy. We live right next door to Floral Park Memorial High School, which you just heard about, across the street from the Belmont gate and, Erin, when she grows up, will be going to Floral Park-Bellerose School.

We live on Plainfield Avenue, which will be negatively impacted by the VLT casino. We urge you to vote against this VLT gaming parlor.

The traffic that comes through Plainfield is already high. With this gaming parlor right across the street from our home, it's going to be so much worse. Erin will have to cross

Plainfield Avenue in order to get to school. If you have this VLT gaming parlor open 24/7, the traffic is going to be much worse. You could have people coming out of the gaming parlor at 3:00 a.m., 4:00 a.m., 5:00 a.m. intoxicated and it could cause a lot of trouble for the children that are crossing the street to go to either Floral Park-Bellerose School or to the high school.

We have a lot of children walk passed our house to go to the high school. A lot of children have to cross Plainfield Avenue in order to go to the elementary school. It's really - the traffic disaster that would be caused by this gaming parlor would really negatively impact our town.

My husband and I work very hard in order to live in Floral Park. I work full time. I took off of work today to come and speak out against this gaming parlor. It means a lot to us to keep Floral Park a nice, safe town, and this gaming parlor would change all of that. Floral Park is a wonderful place to live. I grew up in Floral Park and now I recently bought a house

there. As I mentioned, my husband and I work very hard to live in this wonderful town. We urge you not to put a casino in our backyard. Please don't gamble with our future, the future of our children, and the safety of our town.

CHAIRWOMAN GONSALVES: Thank you very much, Ms. McCarthy.

Jim Whelan. Jim Whelan.

MR. WHELAN: Thank you for this opportunity. I'll be brief.

The process, as we all know, is not open to transparent and there was no input from the community. What I'd like to ask this great body of ladies and gentlemen to do is to take a good hard look at your OTB board, officers and directors.

I was able to find out that there was a $5 million loan taken last year, obviously to keep it solvent. So, please, you have a fiduciary responsibility to take a look at who is serving on that board. Any organization that loses that kind of money, you want to gamble and make your $20 million? You need to take a look at who is going to be in charge.

Thank you.

CHAIRWOMAN GONSALVES: Thank you, Mr. Whelan.

Richard, is it, Gruley? Is that correct? If it's not correct, please correct me. It looks like G-R - it's 163 Crocus Avenue. Please correct me. Pardon, I didn't hear you. Go ahead. You're in his place. You are now Richard. That's fine. But please tell us your name when you get up there.

MS. GRONLIE: I thank you.

CHAIRWOMAN GONSALVES: And your name is?

MS. GRONLIE: Loretta Gronali.

CHAIRWOMAN GONSALVES: Oh. It's Gronali.

MS. GRONLIE: Gronlie, yes.

CHAIRWOMAN GONSALVES: G-R-O-N -

MS. GRONLIE: L-I-E.

CHAIRWOMAN GONSALVES: Okay. Got it. Thank you.

MS. GRONLIE: We chose Nassau County as a place to live and raise our children for its way of life. We pay very heavily in taxes to live here. We balance our budgets in order to

pay all of our taxes and keep our home going; we ask that the county do the same.

VLTs and casinos at Belmont are ill-conceived, deleterious, and without conscientious; agreeing with this stance are our chambers of commerce, home school association, PTAs, village governments, civics, clergy. There are many businesses with no casino signs in their windows, they support us. Our police leadership has sited the additional crime, traffic, and rescue facilities that will be drained.

Across and adjacent from our schools, this is a very dangerous, ill-conceived motion.

Las Vegas was not built on winners. We're not going to have winners here. We are going to have people drawn to a very addictive habit.

Westbury, Plainview, Nassau Coliseum, and our sister Medford, none of us want casinos. It is time to introduce legislation prohibiting their erection in our communities.

Thank you very much.

CHAIRWOMAN GONSALVES: Patrick Nicolosi.

MR. NICOLOSI: Good afternoon, ladies

and gentlemen of the legislature. Happy New Year. I'd just like to address a couple of issues.

We've seen - how many times have we bailed out Belmont? $180 million I think. Wall Street. Banks. Okay. So now they're talking about OTB. We know the problems.

Ironically, what's coming out in the news lately, we see the Speaker of the Assembly, Hastees, connection to Jenting. We see - I did some checking on Carrie. I just wanted to tell you something. He served as the recording secretary of a coalition for standard development and we were working with the Shinnecock Indians and Michael Milk from Detroit to build a full-fledged casino at Belmont Racetrack. At no time was he in opposition, now all of a sudden he's in opposition.

If you check his campaign contribution, there's a company called LLC Raceway. One of the guys who bid on Belmont Racetrack, Steven Craiger, who has generously donated to Carrie and his sister. Again, the hypocrisy is ridiculous.

Also, the hypocrisy of the school board

president. Here is a picture of the Floral Park School - I know Ms. Gorella's (phonetic) family has gone to Sewanhaka and so has my family. 2,000 people protest in an auditorium that fits 300. Kids were there and all. Fire codes broken, school laws broken. When they allow the civic president to ask for a donation for lawn signs. Clearly, I don't pay taxes for my schools to be used in this manner. They never were. They just set a precedent, Mr. Muscarella. If you ever want to have a rally at Sewanhaka Central High School, by all means go there. They can't stop you no longer.

This hypocrisy about gambling. I see no gambling. No gambling. Did anybody tell these people that gambling goes on at Belmont Racetrack? When people go there to bet on horses, that's gambling. When people go to grocery stores, gas stations, convenience stores to buy a lottery ticket or bet numbers, it's gambling. When I go to Floral Park to bet a Super Bowl pool illegally, it's gambling. People gambling.

You talk about addiction. The number one

addiction in Long Island and every state right now is heroin, it's not gambling. We need revenue. Local 707 is here. We want jobs. The trade unions want jobs. Belmont Racetrack cannot operate 90 days a year. It's unconscionable.

At the track in Queens, which it seems like Mr. Carrie, the sister is supporting the revenue of Queens. They did a billion dollars since the inception. So the $20 million is really a low-ball figure, and the schools can use the revenue and GYO can use the revenue, and Nassau County taxpayers can use jobs and revenue.

This is nonsense. People gamble. People are addicted to a lot of things: food, alcohol, tobacco.

I go to casinos, and I don't see any problem there. Recently, I was just in Atlantic City, the Tropicana. Across the street from the Tropicana is a day care center. Next to the Tropicana is a public school and a parochial school. Attached to Caesar's is a hospital.

In Queens, the high school was there before the casino came and no problems. Now, all of a sudden, they're talking about problems.

Commissioner Krumpter said it best: there will be no increase in crime. And I respect Commissioner Krumpter and the Nassau County Police Department. You know why? Because we have the finest police department in the world. Second, casinos have the best security in the world.

We want jobs. We want revenue. And you heard the officer who came up here complaining that they want revenue too. If they don't want to raise taxes, except Mr. Carrie had no problem raising is salary, then where are we going to get the revenue?

Every day the people of Nassau County leave this area to go to other counties and other states to gamble millions. We lose a billion dollars a year illegally, and Floral Park is part of it - people who bet on the Super Bowl and football games. The time is now. This is crazy.

CLERK MULLER: Your three minutes, sir.

MR. NICOLOSI: It's a racetrack where people gamble. People gamble. Look at this.

They're so concerned about their children - 2,000 people in an auditorium that fits 300

kids. I'm going to the school board and demanding both the president of the school board and Laura step off. This is unconscionable.

CLERK MULLER: Your three minutes have expired, sir.

MR. NICOLOSI: Thank you.

CHAIRWOMAN GONSALVES: John Tweedy. John Tweedy.

MR. TWEEDY: Good afternoon, members of the legislature. My name is John Tweedy. I am a trustee in the Incorporated Village of Bellerose. I would just like to let you know that Bellerose has recently passed a resolution, and it goes like this: Whereas, the Incorporated Village of Bellerose has been a neighboring community of Belmont Park, along with the adjacent Village of Floral Park has enjoyed a peaceful, neighborly relationship with Belmont Park for over 90 years; and, whereas, the Village has supported and continues to support the continuation of Belmont Park as one of the world's premier thoroughbred horse facilities; and, whereas, however, on the issue of video lottery terminals, VLT slot machine casino at Belmont Park, the Village

hereby expresses its opposition; and, whereas, the residents of the Village of Bellerose pay close attention to its local civic matters, particularly to those involving the education of our children; and, whereas, the children of the residents of Bellerose Village attend the Floral Park-Bellerose Elementary School, which borders the proposed site for a VLT slot machine casino; and, whereas, by resolution unanimously adopted on December 14, 2015, the Floral Park-Bellerose School Board expressed its position that the placement of a VLT slot machine casino at Belmont would irreparably damage our communities, our quality of life, our children, and future generations; and, whereas the children of the residents of the Village also attend Floral Park Memorial High School, which is located across the street from an entrance to Belmont Park; and, whereas, we believe that a VLT slot machine casino at Belmont Park would have significant and harmful long-term effects on the quality of life in Bellerose Village and adjacent communities and would irreparably damage our communities, our quality of life, our children and future

generations;

Now, therefore, be it resolved that the Bellerose Village Board of Trustees requests our elected officials to oppose any project which would involve a proposed site for a VLT slot machine casino at Belmont Park. And we urge our constituents, their families, friends, and neighbors to write to their elected officials asking them to publicly state their strong and unbending opposition to a proposed site for a VLT slot machine casino in any form at Belmont Park. And we join in to support the position of the Incorporated Village of Floral Park and the Floral Park-Bellerose School of Education, Bellerose Board of Education, and will forward a copy of this resolution to elected officials and request that they oppose any such casino through public statements and through their votes to defeat any such proposal that comes before them.

On motion by Trustee Tweedy, seconded by Mayor Schreiber, the resolution was adopted unanimously by Bellerose Village.

Thank you.

CHAIRWOMAN GONSALVES: Thank you, Mr.

Tweedy.

Richard O'Kane. Richard O'Kane.

MR. O'KANE: Good afternoon. Thank you for allowing me to speak in front of this legislature today. I'm here to speak about the lottery terminals. I'm with the Nassau/Suffolk Building Trades. I represent 59,000 workers, many of whom live here in Nassau County. I went out of my way to talk to numerous people that belong to our building trades and there weren't too many negatives on their conversations.

What they are sick and tired of is the taxes that we pay and the utilities that we pay, the lack of opportunities that are existing now. We have a rate of 30 percent of our 19 and 30 year olds leaving Long Island. I want to know who is going to be putting out your fires, doing your snow plowing, things of that nature, taking care of, coaching your kids, amongst the many of many other things, your volunteer work and different organizations, if we continue on this pace.

We have out-of-town workers that are eating up a lot of our people that should have

these jobs. They're coming from at least a dozen states and now Canada to do the work, especially in our IDAs. That's part of the catalyst that's allowing these people to have to move to North Carolina and different places like that so they can make a half way decent living.

There is a statistic out there that 61 percent of America, not Nassau County or Suffolk County, 61 percent of America, if their car breaks down and they have a $500 repair bill, they can't afford it. That's a disgrace. That's because we can't have jobs, a lot of people, and people don't give the jobs to the people that deserve them.

In New York, it's another statistic, living on Long Island costs 50 percent more than any other place in the country, any other place in the country, and yet the wages are only ten percent more. Then we have people competing for our jobs.

We are at 100 percent support of the lottery terminals because the venue is already existing and it's been there, as the gentleman said earlier, for 148 years.

I hear about crime, this and that, back and forth. As you witnesses here before with that retiring gentleman, we have the best of the best police department in Long Island, the state anywhere else. They are more than capable of taking care of business, should any arise. But I don't know where this crime business is coming from.

The cost of living is way out of control. We have 300 permanent jobs that I'm told that this will allow and hundreds of other construction jobs. I would respectfully request that you vote for this. It's a matter of conscience and - you're voting for your constituents too, by the way.

Remember, thousands of families, thousands - I'm not here for half a dozen people, I'm here for thousands of families that want to raise their people here, love it here, a lot of them live in Floral Park and everywhere else. They want to be able to make a living, that's what they're scared to death of, things like this happening, as well as Belmont. We'll get into that the next meeting.

The whole idea is that I'm asking for the thousands and thousands of families that are going to benefit from this to please support it. Thank you.

CHAIRWOMAN GONSALVES: Abigail Murphy.

MS. MURPHY: Good afternoon. My name is T. Abigail Murphy. I am an Episcopal Priest serving St. Elizabeth's in Floral Park and St. Thomas in Bellerose Village. Not seeing any of my brothers who are members of the Ecumenical Council of Floral Park, I believe that I can also speak for them as well because they have expressed similar concerns.

You've heard many of the things that I would already say, so I will keep this brief.

We often hear of people saying we want family values, we want safety for our youth, we want good programming for our youth. The fact of the matter is that if we have a casino in our area and in fact anywhere us, I believe, we will be having a very poor sort of example set for our young people. We know that having gambling amounts to a tax on the poor because they simply are looking for whatever way they can to make

ends meet. They all think - not all, but the ones that gamble and get into this as an addiction believe that somehow they are going to win; typically, they do not. So those who can least afford it are out there spending what little money they could to help their families.

In addition, we have intoxication - I saw that on the list over here - crime, addiction, safety, intoxication, noise, all of these things. Our young people are exposed to it. They are going to be exposed to it, there is no choice about that.

We already have an underage drinking problem - I can say this for a fact - in both of the villages that I serve, because I see it happening. I see it happening. We already have problems with other minor breaking the law. If they see this going on, they're going to follow suit and find that they can get away with it because it's small business. I urge you to not even consider allowing a casino in our area.

Thank you.

CHAIRWOMAN GONSALVES: Conterelli? Jan Conterelli. 72 Elm, Floral Park. No? Okay.

Margaret Wickett. You're yielding it to? Okay. You still get three minutes, that's it.

MS. PATERNO: Hi, again. I'm back. I've had a little practice since the last time I was here. I actually spoke at the rally. I'm president of the Wednesday Mother's Club. I signed up for bagels, the occasion craft on a Wednesday. This has really become quite the endeavor for Floral Park and our moms.

One of the things I wanted to talk about was the overall response we have gotten in Floral Park. There has been made reference to this. We've made copies and distributed it to the legislators, and I hope that you would have a chance to read some of the things that we've gathered for you.

Your announcement was made on the fourth, and we have gone full court press and it's only going to intensify based on the feeling that we're getting from the members of Floral Park.

You can see here, we knocked the president off the front page of *Newsday*. He is practically - he's a sideline for a State of the Union address. Our little town of Floral Park,

the safest place to live. That's pretty impressive.

To your point about overcrowding. We utilized the street. We utilized the auditorium. I'm sure that school has quite enough to hold 2,000 people. But the fact is people came out. They spoke and they made themselves clear that they are against video slot casino in our town.

Please, just consider the traffic. Mr. Nicolello, I know you know the area. Mr. Muscarella, I know you know the area as well. Plainfield Avenue is not the place for this. These kids get out of school. If somebody is gambling, drinking, they lose, they're out on the street. Where are these kids? They're coming home from school at three o'clock or, worse yet, they're going to school. They're going to school at eight o'clock, nine o'clock in the morning. If you have a bad night at gambling and you're drinking, it's not a good combination.

I have to tell you, even Hempstead Turnpike, it's downstate New York's, like, worse road, as it is right now. You all know that. We have a big problem. There have been so many

accidents and deaths on Hempstead Turnpike, that's one of the things to solve.

I speak to the union. Honestly, we are blue collared workers. We understand everyone wants jobs. We do. It's not a question of saying I don't understand your profession. I'm not being adversarial. I know I'm just addressing you. But there has to be a better solution to this. There has to be a place where we can get jobs and build something that means something.

You are our custodians. All of you are our custodians. You are to take care of this community and leave something for our children. Please, consider it. Consider the legacy you'll leave behind - a slot machine.

You're liking the gambling - I mean, horse racing, it's different. It just is different. They've been around for 148 years. A thoroughbred horse is a lot different than a slot machine, and you can see from a kid's face when they see that. There is not the same - anyway.

It's a park. It's a residential park in the middle of a residential neighborhood. So,

please.

Thank you.

CHAIRWOMAN GONSALVES: Susan Oddo, O-D-D-O. Where are you?

MS. ODDO: Good afternoon. I am a shift manager at OTB. I'm full time. I've been working there for 19 years. I am recording secretary for Local 707.

We need - Nassau County needs the VLTs. We need to have the jobs that they create. We need the revenue.

I've worked in the parlors for 19 years. We don't have crime and drinking. We have regular blue collar people, regular workers who sit there and want to just let loose for a while and gamble on some horses.

Belmont is a racetrack that has gambling. They all go to machines, put their bets in, and get their tickets. This is not any different than going in and putting money in a slot machine. Same thing. You're betting on horses. You're betting on whether you'll win in the slots.

It's generating a lot of jobs. Nassau

needs this. They need the revenue. I go to Mohegan Sun. I go to Aqueduct. I'd rather spend my money in Nassau County.

Thank you.

CHAIRWOMAN GONSALVES: Nancy Montenegro. I hope you're Nancy.

MS. MONTENEGRO: I am.

CHAIRWOMAN GONSALVES: Okay, Nancy.

MS. MONTENEGRO: Good afternoon. Thank you for this opportunity. I'd like to pass my time on to Matthew Sexton.

CHAIRWOMAN GONSALVES: Okay. Matthew, I've gotten a lot of e-mails from you.

MR. SEXTON: Thank you very much. It's unfortunate you didn't answer your phone last Wednesday when we called.

First, I'd like to address Nassau OTB with your signs saying you want your fair share. You've had a monopoly, and you cannot run your organization as a profit. You're $51 million in the hole. Your behavior does not deserve a second chance at a proposed casino.

And to the members of the majority. First, I would like to thank Legislator Carrie

Solages for standing by the communities of Elmont, Floral Park, South Floral Park, and Bellerose.

And to you all on the majority, my grandfather fought World War II. He was a republican. It was in Normandy. He passed that down to my mother; my mother was a republican. I was a republican because of the values that that party used to instill. I'd like to let you know I'm no longer republican and I will no longer be voting for you because of this proposed casino at Belmont Park. That being said.

Legislator Muscarella, you represent my district and you are on the safety board. I've looked at the numbers of the 106th Precinct where the Aqueduct Casino is located. DWIs, starting in 2012, first full year of the casino, up over 100 percent. Crimes against women within the neighborhood up close to 50 percent; the reason being, because police resources are dragged away from the community to the casino. So my question to you, Legislator Muscarella, whey are you for this casino when you're on the safety board here for the County of Nassau? How can you say that

crimes will not go up.

CHAIRWOMAN GONSALVES: Mr. Sexton, will you please finish your statement?

MR. SEXTON: I asked a question.

CHAIRWOMAN GONSALVES: Yes. But I asked you earlier on --

MR. SEXTON: My question was to Legislator Muscarella -

CHAIRWOMAN GONSALVES: Mr. Sexton --

MR. SEXTON: What did he come up with stating that crime will not go up?

CHAIRWOMAN GONSALVES: Mr. Sexton, listen to me. In the beginning of this session I did say this was not going to be a question and answer period. We need to hear you. We do not want to have valuable time -- and I have several others -- taken away from the community. So please finish your statement.

MR. SEXTON: We tried specifically to hear from your office but you wouldn't answer your phone.

CHAIRWOMAN GONSALVES: Because we are inundated.

MR. SEXTON: So if Legislator Muscarella

could please answer that question.

CHAIRWOMAN GONSALVES: No, he cannot answer that question because he's taking away valuable time from the rest of the people who are here waiting.

MR. SEXTON: Then let me address the majority then.

CHAIRWOMAN GONSALVES: Please continue -

MR. SEXTON: Your civic duty is to represent the residents of Nassau County.

CHAIRWOMAN GONSALVES: Our job is to listen to you.

MR. SEXTON: Then please listen and stop cutting me off.

CHAIRWOMAN GONSALVES: Finish your statement.

MR. SEXTON: Your responsibility, civic duty is to represent the people, it's not to represent the party that you're representing that also represents Nassau OTB. Your job is to do the right thing.

Gentleman, like my grandfather, who fought to make sure that this country was a great place and passed those values down along to me,

would be disgusted with the way the majority party is behaving right now.

CHAIRWOMAN GONSALVES: Thank you very much, Mr. Sexton.

MR. SEXTON: Here, right here is a copy of the petition signed by over 2,000 people with their comments. At your convenience, since you don't seem to want to do anything when it comes to listening to us, please review it. It's now on the record.

CHAIRWOMAN GONSALVES: Thank you very much.

Maryann Salenchey (phonetic). Maryann Salenchey. Did I say it right? 23 Aspen Street. Hold on. We need to assist her. Nadia. Hold on. There is a mic on this side. Nadia Ortiz, is it?

MS. ORTIZ: Yes.

CHAIRWOMAN GONSALVES: Thank you, Nadia.

MS. ORTIZ: Good afternoon. My name is Nadia Ortiz, and I am resident of the Incorporated Village of Floral Park. I am president of the Hillcrest Civic Association and am an organizer of the grassroots movement No

Casino at Belmont Park.

On December 29, 2015, Nassau OTB announced its plans to install 1,000 video lottery terminals at Belmont Park in Elmont. By December 30 our movement began the fight to oppose any and all plans by Nassau OTB. The idea of facilitating year-round gambling, 20 hours a day, less than one mile from children at an elementary school and a high school is unconscionable.

For every crime that occurs on the property of the casino during school hours, there is a risk that our children would have to be put on lockdown until the situation is deemed safe by local authorities. To expect Floral Park and surrounding communities to embrace the idea that video gambling would improve our neighborhood is insulting and disrespectful.

We have allowed you to take pictures with our children to advance your political career. We voted you into office with the idea that we would be fairly represented in all matters regarding our safety and improving our quality of life through local government. We have been

betrayed.

Residents have come out over and over again, in overwhelming numbers through a rally, online petition, e-mails, phone calls, postal mail, faxes, tweets, and Facebook posts to proclaims our very clear opposition to the Nassau OTB plans. The opposition far outweighs the proponents, yet you turn a blind eye to us. This path of exhibited behavior can only lead one to believe that there must be backroom deals or agreements far more powerful than us.

Ms. Gonsalves, Ms. Ford, Mr. Daler, Mr. Kopel, Mr. Muscarella, Mr. Muscarella, Mr. Kennedy, Ms. Schaefer, Ms. June, Ms. Walker, Mr. McKenzie, and Mr. Rhoads, I would like to remind you the definition of democracy because clearly it has fallen from your vocabulary. A democracy is a government by the people, that would be all of us sitting here. It is a form of government in which supreme power is vested in the people and exercised directly by them or by their elected agents, that would be you, through a system of representation. Clearly, democracy is not evidenced.

Given the series of events that have played out thus far, perhaps we need to redefine the form of government that is actually taking place. Is it totalitarian? This is the political concept that the citizens should be totally subject to an absolute state authority. Is it an oligarchy? A government in which control is exercised by a small group of individuals whose authority generally is based on wealth or power for corrupt and selfish purposes. You decide.

Finally, Presiding Officer, I call on you to sign the resolution recommending that the legislature declare an emergency right now and immediately vote on the removal of the OTB board. I call on you to sign the resolution now.

CLERK MULLER: Your three minutes have expired, ma'am.

LEGISLATOR SOLAGES: Presiding Officer, may I?

CHAIRWOMAN GONSALVES: Hold on.

LEGISLATOR SOLAGES: Presiding Officer, I have taken the opportunity -

CHAIRWOMAN GONSALVES: Excuse me. Okay.

There are many times in which I wanted to speak and my colleagues also wanted to speak. Right now I'm listening to them out there. But at the same time, Mr. Mueller, have we reached the hour?

CLERK MULLER: We added three minutes on, so we have until 1:53. We have seven more minutes.

CHAIRWOMAN GONSALVES: Okay.

LEGISLATOR SOLAGES: With all due respect -

CHAIRWOMAN GONSALVES: With all due respect, I'm not going to take it away. You want to speak after, fine. I want to hear from them.

LEGISLATOR SOLAGES: Will I be allowed to speak as soon as the public comment is over? Will I be allowed to speak?

CHAIRWOMAN GONSALVES: After public comment, that's another story.

LEGISLATOR SOLAGES: That's another story.

CHAIRWOMAN GONSALVES: Judy -

LEGISLATOR SOLAGES: Because she raised the resolution in which I submitted asking for an emergency --

CHAIRWOMAN GONSALVES: Excuse me.

LEGISLATOR SOLAGES: to be considered, I'm asking you, Presiding Officer -

CHAIRWOMAN GONSALVES: You are out of order, Mr. Solages.

LEGISLATOR SOLAGES: Madam Presiding Officer, I am respectfully asking that you consider the --

CHAIRWOMAN GONSALVES: I held my tongue and I'm asking you to hold yours.

LEGISLATOR SOLAGES: piece of legislation that I submitted. If you do not, then I ask all of the colleagues of the legislature to take an up or down vote. The same piece of legislation --

CHAIRWOMAN GONSALVES: Legislator Solages, you know the process.

LEGISLATOR SOLAGES: Presiding Officer, if you're saying I'm out of order --

CHAIRWOMAN GONSALVES: Do you have 13 signatures to go for an emergency?

LEGISLATOR SOLAGES: The Charter, under Section 6(1)(a) allows me --

CHAIRWOMAN GONSALVES: You're asking me

for an emergency and I don't want to take away --

LEGISLATOR SOLAGES: to ask for an up or down vote on this piece of legislation, very similar to the piece of legislation submitted by Seila Bynoe, in which Laura Schaefer decided to support.

CLERK MULLER: We have six more minutes. We have time for two more speakers if we get one on now.

CHAIRWOMAN GONSALVES: You need three more.

LEGISLATOR SOLAGES: We have seven signatures supporting this, and I believe we have three other persons that would support it just as Laura Schaefer supported it -

CHAIRWOMAN GONSALVES: Legislator Solages, Legislator Ford wanted to comment, I wanted to comment, and so did others and I did not take away time. I am sorry. You need 13 signatures.

LEGISLATOR SOLAGES: I am taking the liberty of submitting this legislation. In addition, Your Honor, Presiding Officer -

CHAIRWOMAN GONSALVES: You don't have

the votes to establish the emergency. Ladies and gentlemen -

LEGISLATOR SOLAGES: You do not know that unless you take a vote, Presiding Officer.

CHAIRWOMAN GONSALVES: it takes 13.

LEGISLATOR SOLAGES: Presiding Officer, you do not know that unless you take a vote.

We have seven people here, as well as Laura Schaefer who signed on to support the OTB removal --

CHAIRWOMAN GONSALVES: It's not a proxy.

LEGISLATOR SOLAGES: when it happened with Carle Place and Westbury. I see no reason why she would not support it here. We have also Legislator Muscarella, Legislator Nicolello. We have many constituents here who would like to know how they would vote on this.

CHAIRWOMAN GONSALVES: Okay. Guess what?

LEGISLATOR SOLAGES: It is within your power to make this decision. You have the power and discretion.

CHAIRWOMAN GONSALVES: Hold on. I will call two more speakers and after that we will go

into the calendar. And let me tell you ladies and gentlemen, there is no devious plan on our part. It takes 13 votes - excuse me, 13 signatures in order to advance -

LEGISLATOR SOLAGES: Presiding Officer -

CHAIRWOMAN GONSALVES: Excuse me. I have the floor.

LEGISLATOR SOLAGES: It takes ten.

CHAIRWOMAN GONSALVES: No, it doesn't. You don't know the process.

LEGISLATOR SOLAGES: The law says ten.

CHAIRWOMAN GONSALVES: You don't know the process.

LEGISLATOR SOLAGES: The law says ten.

CHAIRWOMAN GONSALVES: Maybe you haven't been here long enough. Sorry.

LEGISLATOR SOLAGES: I will not resort to the personal attacks here.

CHAIRWOMAN GONSALVES: I am telling you that you need --

LEGISLATOR SOLAGES: I am operating by virtue -

CHAIRWOMAN GONSALVES: I am telling you that you need - ladies and gentlemen -

LEGISLATOR SOLAGES: that if you do not consider, I can ask for an up or down vote.

CHAIRWOMAN GONSALVES: Judy Sanford Guise.

LEGISLATOR SOLAGES: Can we make a call for the motion?

CHAIRWOMAN GONSALVES: No. She has the floor.

MS. SANFORD GUISE: I would much rather have you vote. However, since you're clearly not going to - I traveled over two hours and three buses this morning from North Valley Stream. I live with the traffic of people who bail off the Cross Island Parkway on a regular day, not when it's going to be a daily race day.

My last visit here was on the bus line cuts, and at that time I had an immediate reaction to Legislator Nicolello's response to Mayor Tweedy of Floral Park. He opined that the majority of those using these addictive terminals - he didn't use the word addictive, I am - would be older women. You threw that out. As an older woman, who doesn't gamble, I have to object to the idea of it being considered acceptable by

Nassau County to exploit older women and men, as well as younger people, with addictions in the name of generating revenue that apparently in itself to Nassau County is questionable. Along with the evidence of decreasing revenue at other venues, I've been rather shocked to learn about the deleterious effects of these machines. They're not gambling. It's not like you go to a race and you have a little respite time to get the endorphins to go away when you've lost your money or whatever. It's sitting in front of a machine with a card in it and just going, going, and going. All gambling is not just gambling, nor should our quality of life be less important than a patronage jobs program and even a building jobs program.

Nassau County public policy shouldn't be trying to facilitate the addictive diseases of gambling, especially using machines to be deliberately addictive. I found that shocking that the machines are set up to take more and more and more of your money. And the related addictions of alcohol and smoking. It's a horrible public policy for us to be setting in

our name and in our communities. If you don't stop this foolhardy selfish proposal, I think you are obligated to announce, in advance, your commitment and the amounts of increased funding that you are going to commit to the human services programs that are already here struggling with insufficient funding to help people, serve people with addictions.

Thank you. And vote.

CLERK MULLER: We are done. We did an hour of public comment.

CHAIRWOMAN GONSALVES: It's done?

CLERK MULLER: Yes.

CHAIRWOMAN GONSALVES: Public comment is now over. I'm going to explain something to you if you're willing to listen, and obviously some of you are not.

I can advance legislation if I have the votes in which to do it. An emergency resolution that has been proposed by Legislator Solages requires 13 signatures in order to advance it as an emergency resolution. It does not have 13 signatures; therefore, it's not being advanced.

Thank you very much.

LEGISLATOR SOLAGES: Presiding Officer, to my understanding it requires ten votes. In addition, I would inquire why it did not pass.

CHAIRWOMAN GONSALVES: Because there are no ten votes.

LEGISLATOR SOLAGES: To my understanding, a formal proxy or any sort of vote has not been done. Can you please take that?

CHAIRWOMAN GONSALVES: I am not going to enter into a debate with you, Mr. Solages. I will simply tell you that to advance an emergency resolution requires 13 signatures; we don't have it.

LEGISLATOR SOLAGES: Presiding Officer -

CHAIRWOMAN GONSALVES: And you don't have ten either.

LEGISLATOR SOLAGES: Respectfully, I renew my motion for you to consider a resolution for an emergency.

CHAIRWOMAN GONSALVES: No. I'm going to --

LEGISLATOR SOLAGES: You can recommend the emergency yourself with your discretion.

CHAIRWOMAN GONSALVES: First of all, I

apologize. I still have several people who have submitted slips. If you would like to stay until the end of the legislative session, I'm willing to continue the public comment, as I said earlier. I have about maybe ten more individuals. I did get through a number. I cannot get to these until after the full legislative session. Therefore, let me say something to you.

Listen to me and listen to me carefully. This is not over for you, on both sides of the chamber today. There are things that need to be done before it becomes what you are fearful of or what you want. I am telling you right now, the process has not yet begun.

I'm going to say that, hang in there, voice your concerns, and I think you need to voice them to the proper authority which is not us but the New York State Gaming Commission.

Thank you very much.

LEGISLATOR SOLAGES: Presiding Officer, rather than extending the fear and anxiety, I respectfully ask you to end the issue here. You can decide to do so for your discretion,

Presiding Officer, by asking for a clear up or down vote on this issue. Last time we did this we did not know that Laura Schaefer would vote against that. The public has every right to know how we stand on this issue.

CHAIRWOMAN GONSALVES: I'm sorry. It's over. We're going to the full legislature now. That's it. You can argue all you want. Let me tell you something. This has not - this has been ongoing for years and it's very strange, very strange that when a full service casino was contemplated for Belmont I didn't hear any clamor from Nassau County, and that goes back to 2011, people. 2011.

LEGISLATOR SOLAGES: I'm a legislator now. I could tell you, Presiding Officer, that the public has a right to know where we would stand on this issue.

CHAIRWOMAN GONSALVES: I would like to have a chance to move on. Those of you who want to stay, please do.

Let's go. We're going to the calendar.

LEGISLATOR SOLAGES: Presiding Officer, can we finish the public comment? These people

have waited for a very long time.

CHAIRWOMAN GONSALVES: I exceeded an hour and ten minutes. I think I've been more than generous. That's it. I'm not saying we're not going to sit here and listen. We will stay.

We're going to go out of order on the calendar and go to Item 22.

Item 22 is Resolution Number 11, a resolution to confirm the county executive's appointment upon the recommendation of the Presiding Officer of Ralph Ekstrand to replace Francis X. Murray to the Taxi and Limousine Board pursuant to the Nassau County Charter Section 203 and Article XXI-B, Section 2160(B).

Motion, please?

LEGISLATOR WALKER: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Walker, seconded by Legislator Kopel.

Okay. Any - is Mr. Ekstrand here?

I'd ask everyone, please, if you're going to stay, to stay and be cooperative, please.

Mr. Ekstrand, do you want to tell us a little bit about yourself?

MR. EKSTRAND: Good afternoon, everyone. I've been asked by the Nassau County Village Officials' Association to take the place of Mayor Fran Murray from Rockville Centre on the Taxi and Limousine Commission for Nassau County. I was voted upon by the executive board of said organization to be recommended to you. I've met with the Taxi and Limousine Commission people a couple of times over the last two months. I think I can work very well with them, and I am looking forward to your approval.

CHAIRWOMAN GONSALVES: Any questions or comments for Mr. Ekstrand? Legislator Walker.

LEGISLATOR WALKER: Thank you, Presiding Officer.

I would just like to thank you for accepting, if you're voted into the position. I want to thank you too for all of the work you do. We work very, very closely together. Mayor Ralph if the mayor of the Village of Farmingdale. It's a village that's done amazing and remarkable things. We can all take a lesson from your village.

Thank you very much. If all goes well, I

wish you the best of luck and know we are here for you.

MR. EKSTRAND: Thank you.

CHAIRWOMAN GONSALVES: Any other questions or comments for Mr. Ekstrand?

(No verbal response.)

There being none, any public comment?

(No verbal response.)

There being none, all those in favor of Mr. Ekstrand's appointment to the Taxi and Limousine Commission signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

Welcome.

MR. EKSTRAND: Thank you. Thank you very much.

CHAIRWOMAN GONSALVES: You're welcome.

You should know that what we do first is move the consent calendar, and those are items that were passed unanimously in committee. I ask Frank to incorporate the testimony from the committees into the calendar, into the transcript

on the calendar. And if there are any other further questions regarding the items as I call them - and I will call those items as part of the consent calendar. Here we go.

Item 2, which is Ordinance 2; Item 3, Ordinance 3; Item 4, Ordinance 4; Item 5, Ordinance 5; Item 6, Ordinance 6; Item 7, Ordinance 7; Item 8, Ordinance 8; Item 9, Ordinance 9; Item 10, Ordinance 10; Item 11, Ordinance 11; Item 14, Resolution 3; Item 15, Resolution 4; Item 16, Resolution 5; Item 17, Resolution 6; Item 19, Resolution 8; Item 20, Resolution 9; Item 21, Resolution 10; Item 22, Resolution 11 - we did that, I'm sorry. Just one minute. Item 23, Resolution 12; Item 24, Resolution 13; Item 25, Resolution 14; Item 26, Resolution 15; Item 27, Resolution 16; Item 28, Resolution 17; Item 29, Resolution 18; Item 30, Resolution 19; Item 31, Resolution 20; Item 32, Resolution 21; Item 33, Resolution 22; Item 34, Resolution 23; Item 35, Resolution 24; and the last item is Item 36, Resolution 25.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne.

Any further comment or questions or public comment?

(No verbal response.)

There being none; all those in favor of the item just called signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The items passed unanimously.

Now we go to those items that were not part of the consent calendar, and that's beginning with Item 1, which is Ordinance 1 - we're not calling - I'm sorry. That's not being called.

We're going to Item 12, Resolution 1, a resolution authorizing the county attorney to compromise and settle the action *Volpe, et al. v. County of Nassau*, pursuant to the County Law, the County Government Law of Nassau County, and the Nassau County Administrative Code.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR RHOADS: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Rhoads.

Who is here to speak on this item? Okay. Lisa Locurto.

MS. LOCURTO: Good afternoon, Presiding Officer. Lisa Locurto from the county attorney's office. This item was discussed in executive session at the last Rules Committee meeting. The resolution is to settle a lawsuit. It is a civil lawsuit claiming discrimination. For the reasons that were discussed in executive session, we recommend this settlement as being in the best interests of the county.

CHAIRWOMAN GONSALVES: Any questions of Ms. Locurto on this item?

(No verbal response.)

Any public comment on this item?

(No verbal response.)

There being none; all those in favor of Item 12, Resolution 1 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

Any abstentions? Excuse me.

(Abstain.)

The vote is 12 to 0 to 6 abstentions.

LEGISLATOR DeRIGGI-WHITTON: I just have a quick question about an item.

CHAIRWOMAN GONSALVES: Legislator DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: There is an item that's on the calendar and I don’t know if it was a mistake but it was not called on the consent calendar even though it was voted unanimously. There are actually two. Item Numbers 13 and 18 were both passed through committee and, from what I understood, were all set to go and now I'm hearing that they're not going to be called today. Can we correct that today? Is that a typographical error?

CHAIRWOMAN GONSALVES: I believe, from counsel, that they required an amendment which have not been filed.

LEGISLATOR DeRIGGI-WHITTON: And when did they require that?

CHAIRWOMAN GONSALVES: I believe since the last meeting.

LEGISLATOR DeRIGGI-WHITTON: We never got any notification of it.

CHAIRWOMAN GONSALVES: I'm sorry.

LEGISLATOR DeRIGGI-WHITTON: I would truly appreciate if we could just address, especially if it's something as minimal as what I'm hearing.

CHAIRWOMAN GONSALVES: I hear you. It requires an amendment and the amendment has not been filed then I can't --

LEGISLATOR DeRIGGI-WHITTON: Can we have your permission then for both Legislator Birnbaum and myself to do an emergency filing of this? It's all set to go. These have been on for years.

CHAIRWOMAN GONSALVES: Again, these emergencies are going to be part of our -

LEGISLATOR DeRIGGI-WHITTON: That's what I would like to do.

CHAIRWOMAN GONSALVES: that requires 13 signatures.

LEGISLATOR DeRIGGI-WHITTON: These are

very simple.

CHAIRWOMAN GONSALVES: Hold on. Legislator DeRiggi-Whitton, listen to me. The amendment has not been filed, and I do not know exactly what the problem is with the amendment. So until we find out, I am probably going to put this meeting in recess.

LEGISLATOR DeRIGGI-WHITTON: Okay. And my attorney just suggested that he will sit down and try to work it out today.

CHAIRWOMAN GONSALVES: Okay. I may put this meeting in recess, which will give us time to do it.

LEGISLATOR DeRIGGI-WHITTON: I appreciate it.

CHAIRWOMAN GONSALVES: You're talking about 13 and 18.

LEGISLATOR DeRIGGI-WHITTON: Yeah. And as a courtesy, if there is any way I can ask my fellow colleagues to give us the emergency.

CHAIRWOMAN GONSALVES: If I put this in recess there will be time to see what the problem is.

LEGISLATOR DeRIGGI-WHITTON: Thank you.

CHAIRWOMAN GONSALVES: And correct the problem.

LEGISLATOR SOLAGES: Can you consider my emergency?

CHAIRWOMAN GONSALVES: Your emergency requires 13 signatures.

LEGISLATOR SOLAGES: It also requires you to consider it, which I hope you would.

CHAIRWOMAN GONSALVES: The calendar should move fairly quickly. Hopefully - I can't see those signs up there. I would like you to address it as the VLT. If you have a slip in here, fine. If you don't have a slip in here, you better put one in.

Michael Barberea (phonetic). Michael.

(No verbal response.)

Tony Palimar. Is that correct? Did I say it correctly? Tony Palimar.

(No verbal response.)

Andy Sexton.

MR. A. SEXTON: I'd like to yield to yield to Representative Solages.

CHAIRWOMAN GONSALVES: You can't do that.

MR. A. SEXTON: No? I can yield to anybody.

CHAIRWOMAN GONSALVES: It's public comment.

MR. A. SEXTON: Then I guess you're going to get mad again. I'd like to yield to Matthew Sexton.

CHAIRWOMAN GONSALVES: No. Andy, I called you up.

MR. M. SEXTON: So I get six minutes, right?

CHAIRWOMAN GONSALVES: No. You already had three minutes.

MR. M. SEXTON: It was yielded to me and then you mispronounced my name as Michael instead of Matthew.

CHAIRWOMAN GONSALVES: I’m sorry. Sorry. Sorry. Sorry.

MR. M. SEXTON: I'm sorry you didn't answer the phone last Wednesday; we could have had such a great chat.

CHAIRWOMAN GONSALVES: Listen. That phone keeps ringing and it's difficult.

MR. M. SEXTON: All day?

CHAIRWOMAN GONSALVES: I'm not going to respond to you.

MR. M. SEXTON: You are.

CHAIRWOMAN GONSALVES: That's it. You have a comment? You have three minutes. Say what's on your mind.

MR. M. SEXTON: My comment kind of goes like this. And I do have a lot of respect for you, Legislator Nicolello. I heard that you're a big comic book fan, so I'm going to explain something to you in comic book terminology. It comes from "Spiderman" written by Stan Lee.

With great power comes great responsibility; this kind of goes into how our government is set up. You were put in power by the people and now you have a responsibility to the people, the citizens of Nassau County.

When our forefathers, when they came up with this country, one of the big tyrannies that they were scared of was for our representatives not to act in the self interest of the individuals that they represent, but to act in the best interests of special interest groups or something like their own political party.

I understand the members of this legislature who are a member of the majority party, you're in a tight spot. I read the newspapers. I know what happens to you folks when you actually side with the people that you represent as opposed to the party itself. But with great power does come responsibility. Now that you have the power that was granted to you by the residents - Floral Park, Bellerose, Elmont, New Hyde Park, South Floral Park, and Elmont - it is time for you to use that power responsibly by putting this bill forward to a vote.

It's a straight up and down vote. You guys apparently have the votes to not turn over the Nassau OTB Board, so I really don't understand what you're scared of. But if you're going to be responsible with that power and you're going to do the right thing, what our founding fathers wanted you to do, and represent the people that voted for you as well as the residents of Nassau County, then it is your duty to change the board of Nassau OTB and to stop this casino from being built at Belmont Park.

CHAIRWOMAN GONSALVES: Michael Jacob.

(No verbal response.)

Angelo Girardo. Let's do this. In the interest of fairness, I want to hear from the rest of - Angelo, you have nothing to say? Thank you very much. You put in a slip, you must have had something to say.

MR. GIRARDO: I normally don’t speak in public.

CHAIRWOMAN GONSALVES: That's okay. We're not the enemy.

MR. GIRARDO: I heard a lot about OTB. Obviously, everybody here from OTB was here trying to keep their jobs. So, basically, my village is going to be a sacrifice so some of these people can keep their union jobs.

I got a union job too. Okay. So, it's not here. However, if I have an issue or I can't get work, guess what? Your job is docked.

They're just in debt; OTB's been in debt for years now. They got unfunded pensions so we now gotta suffer for it. So what happened to all these other areas? Everybody else fought it. We just don't want it in our backyard. Just like

everybody up there wouldn't want it in their backyard. You wouldn't want the casino down the road from your house. They keep comparing it to the lottery. The lottery is one machine down the block from your house. You play it one time. You go up there and spend a few dollars. We're not talking about some people going to go spend a ton of money, their paycheck that they get.

I'm not fighting gambling. Gambling is legal in New York. We just don't want it in our backyard. This is a nice community. When is the last time any of you guys drove through Floral Park Village? I moved from Queens County for a reason: I'm bringing up two kids, a two year old and a four year old. I don’t want this in my backyard. I don't want this in my area. That's it. That's what it comes down to. None of you guys would want it. I bet you none of you guys live in Floral Park, because if you did this wouldn't be happening. Okay.

I respect that you guys let me speak, but I'm pissed and that's what it comes down to.

Thank you for your time.

CHAIRWOMAN GONSALVES: See, you did

speak your mind.

Is there a Shavrika Scalfani? No. I'm not too happy with pronouncing some of these names, especially if I can't read them.

(No verbal response.)

Joyce Stowe.

MS. STOWE: Good evening, everyone. My name is Joyce Stowe, President of Tudor Manor Civic Association in Elmont.

One of the basic rights of our democracy is that we, the people, exercise the right to choose whom we want to represent us and what we would want in a given situation; hence, my attendance here today on this matter.

I've spent a number of years in discussion on the development of two lots at the Belmont Racetrack for economic development in Elmont with three governors to date. The OTB Corporation has proposed this casino in many areas of Nassau County, and in those instances the communities there protested and blocked the corporation due to crime propensities.

Why do you think that Elmont would embrace it? Yes, we need development to lower

our taxes but not at the cost of urban decay. We have been fighting for the past decade or more to bring meaningful development to Elmont that is conducive to suburban living, for example Garden City, New Hyde Park, Franklin Square, etcetera.

We cannot bring development that can further offer a downgrading that we have here now in Elmont to step lower. Not at all. No one in authority who wants the development has come to the leaders in Elmont with a discussion, no one. I'm here today to advocate for the Elmont community in sticking to our original plan as advocated in the September 5, 2008, vision plan, which is this document.

Thank you very much.

CHAIRWOMAN GONSALVES: Thank you, Joyce.

LEGISLATOR SOLAGES: Just - Presiding Officer, if I may. Presiding Officer, as a resident of Elmont, as a community activist who is very familiar with the efforts of several different civic associations, the document that Ms. Stowe is referring to is a visioning plan that was made in 2008 for which the community got involved and put together a clear plan as to what

sort of development they wanted in their community. That plan included, for example, 100,000 square foot supermarket, not a 100,000 square foot VLT facility.

I thank you very much for bringing up that document. Many people say that Elmont has said to no to many things, what are they saying yes to? We clearly have come together to say yes. But unfortunately patronage and politics have gotten a hold of this debate. And unfortunately our Presiding Officer does not want to do what should be done in a democracy, but instead acts as if she's in a tyranny and not consider this piece of legislation.

Thank you.

CHAIRWOMAN GONSALVES: Cheryl Lee.

MS. LEE: Good afternoon, everyone. My name is Cheryl Lee, a long-time Elmont resident and president - former-President of Floral Park Civic Association, and now I remain as a trustee of the Floral Park Civic Association.

As you can see this afternoon, there are not many of us here; the reason, we have work. We work two, three, and four jobs to keep our

homes in Elmont. Specifically, to keep our homes. Just take a drive through after you remove all the snow, you will see what I'm talking about. Now back to my script here.

So far we have heard all the pros and cons about a casino and the VLTs. Today, as I sat there I heard about jobs, of which I can assure you the ones with best positions and pay will not be for the locals. Outsiders will work, take their dollars, and then return to their homes in their areas where most of our sons cannot enter without fear.

Today I am here to represent the people who reside within the shadows of Belmont, the area of the proposed VLT casino, the area that was sliced up like a pizza due to gerrymandering. It is also the area in which cemeteries encompasses three-quarters of Elmont's land, of course, people who cannot speak.

Floral Park's residents at strong and proud hard workers. We moved here to improve the quality of life and raise our children. Today I want to address the elephant in the room - racial inequality. No one touched that subject.

Fact about Elmont population. In 2012, we had 33,198 residents - 27 percent White, 42 percent Black, 12 percent Asian, 5 mixed race, 11 percent other. In my area, 75 percent of the residents are Black. We all - the workers who will be paid to do the job, the best paying jobs, they do not want to live there. They will not live there. What does that mean? They come, they work, they take the money out, and then the scraps of the jobs will be given to us, our people. Our people are very well educated. Myself, as I stand here, has an MBA in corporate finance.

Today Floral Parkers had to join this discussion on the side of no casino and extra VLTs at Belmont Park. We speak up for respect, transparency, and a seat at the decision-making table. We fight because we have to.

Now, I leave you to ponder the words of Martin Niemöller: First they came for the socialists, and I did not speak out because I was not a socialist. Then they came for the trade unionists, and I did not speak out because I was not a trade unionist. Then they came for the

Jews, and I did not speak out because I was not a Jew. Then they came for me, and there was no one left to speak for me. Speak to me. Speak to us.

We may not agree, but we will listen. Give us that much respect. Thank you.

CHAIRWOMAN GONSALVES: Tammie Williams. Tammie Williams.

MS. WILLIAMS: Tammie Williams, 2279 Ludlam Avenue. It's a pleasure. The last time I got to speak up here was during the redistricting, which I said what would your legacy be because I know what mine will be. It's great that I got to run for town council last November. So, full disclosure. I sit on the Elmont Public Library. I have a child with Autism. I am also park of the Parkhurst Civic. That's the millenials.

I know some people that represent our community have been taunted about what position they took beforehand and what position they take now. I have to say if it wasn't for my county legislator, I would not be standing up here today. It was only him that came to all of our communities to let us know what was being done

behind our backs.

Mr. Vincent Muscarella, you actually represent part of Elmont due to gerrymandering. Have you ever knocked on any of our doors? Okay. The answer is no.

Mr. Richard Nicolello, you represent part of my constituent base, which is Floral Park. I knocked on every door during my campaign and told them what was about to happen. You know what I got from them? Well, it wasn't in our papers and our legislators didn't talk to us. This is the thing about civil engagement.

When there is an issue that can upset your daily life, that's what you're here for, regardless of whether I'm a republican, independent, democratic. That's what you're here for. So if they went out to vote for you in November and you decided to have this conversation December and tell them it's only going to be 70 year old women coming into this facility, then you neglected your responsibilities before that Election Day.

Ms. Laura Schaefer, you want to inspire to higher office, off the record. Yeah, okay.

Tell you what. You're not going to walk into Floral Park and you definitely can't walk into Elmont; take note of that one.

Give me the respect and give our community respect to sit at the table. Okay. Lot A and Lot B, Lot A and Lot B has been allocated by the State of New York to Elmont, a minority community which none of you up here respect. Let me read something to you.

In 2006, the Elmont community expressed a strong desire to improve and enhance the suburban, suburban - yes, people of color do by homes in the suburbs, okay - condition and quality of life. Nassau County, the Town of Hempstead, and the Elmont community came together with the help of Sustainable Long Island and carried out a community planning process designed to build consensus through the creation and implementation of a plan that would serve as a map for future development along Hempstead Turnpike, which I will get to the town tomorrow about zoning, mixed use, young professionals.

Whether you know it or not, older adults, you're dying out.

CLERK MULLER: Your three minutes have expired, ma'am.

MS. WILLIAMS: I'll finish up.

The goal of Elmont vision plan - and you can Google it - was to create a unique look for Elmont but developing a community around Belmont Park to foster economic development, facilitate the community rebirth, and create long range of housing.

I'm going to tell you this right now, and I will close with this. You don't represent us. Gerrymandering represents us. Like I said before, what would your legacy be because I damn sure know what mine will.

CHAIRWOMAN GONSALVES: Jack Maskut. Jack Maskut - M-A-S-K-U-T - I'm not sure.

(No verbal response.)

It's very difficult sometimes to read the names here.

Jack McCloy.

LEGISLATOR ABRAHAMS: Madam Presiding Officer, if I may. As you well know, Legislator Curran had to leave early for a family emergency. I just wanted the record to reflect that, that

she left to deal with that family emergency.

Thank you.

MR. MCCLOY: Ms. Gonsalves, members of the legislature, I'd like to give you three minutes of time on a situation other than the VLT debate. And thank you, Legislator Solages, for pointing out that my legislator, Laura Curran, is not here. Excuse me?

LEGISLATOR ABRAHAMS: I'm Abrahams.

MR. MCCLOY: I’m sorry.

CHAIRWOMAN GONSALVES: Minority Leader Abrahams.

MR. MCCLOY: My comments are generally directed towards Ms. Curran.

I'd like to let you all know what I am concerned about, it's the Grand Avenue so-called road diet proposal in Baldwin where they are proposing to turn two lanes in each direction on Grand Avenue, our main north-south road, into one land in each direction.

This is the same road section that was recently resurfaced within the last two years with public funds, and we have signs up and down Grand Avenue touting that fact. I'd like to also

point out that commonsense dictates that this area, where our main fire department is located, shouldn't be reconfigured from two lanes in each direction to only one lane in each direction. Plus, our main First Precinct, if it has to travel north, has to traverse this same section and also anyone that has to go to our main hospital, South Nassau Communities Hospital, would have to traverse this same section of roadway also. It just doesn't make commonsense.

Over 300 local residents have signed on to the website created to voice the opposition to this change of roadway. I do want to point out again that the main proponents of this have been my legislator, Laura Curran, and the Baldwin Civic Association executive board, including President Karen Montelbano.

At the last meeting of the Baldwin Chamber of Commerce - I'm sorry - Baldwin Civic Association which occurred last week, Karen Montelbano mentioned that although it is the unanimous decision of the executive board that this is a good idea, there are substantial amount of Baldwin members that are opposed to it.

I'd also like to point out that I am a member of the Baldwin Oaks Civic Association, and there are a majority of members in that organization that are opposed to this change also.

At this last meeting of the Baldwin Civic Association, President Karen Montelbano mentioned that a variety of engineers have come behind this proposal stating that it would be a good idea to change the two lanes into one lane. I haven't heard any specifics as to who these engineers are, but I have been told that if it didn't work out they'd be putting their reputations on the line. And I asked Ms. Montelbano if she'd put her reputation and position as president of the Baldwin Civic Association on the line also and she said she would have to consider doing that. I won't ask today if Laura Curran would also join that category; I'll wait until a session when she's here.

I'd also like to say in her absence, I'd also like to ask the Full Legislature to just consider the common sense aspect of changing a two-lane main roadway that has been recently

resurfaced from Merrick Road all the way to Southern State Parkway into a section of it where only one lane in each direction would be the new configuration.

Finally, to those who claim that if the road diet proposal is not implemented the funds would be spend somewhere else. I say that a bad idea, even if free, is still a bad idea -

CLERK MULLER: Your three minutes have expired, sir.

MR. MCCLOY: Thank you.

And that argument that it would be spent somewhere else shouldn’t hold water. And I'll stick to the three minutes.

Thank you very much.

CHAIRWOMAN GONSALVES: Thank you, Mr. McCloy.

Mr. Budnick.

MR. BUDNICK: Thank you. Honorable Chair, Ms. Gonsalves, and honorable members of this Legislature. I recently had the annoyance of trying to look up the phone number of one of our legislators here, and I found that instead of the current legislator listed in the latest

version of the Verizon phonebook, Ms. Jacobs, congratulations, you are still listed as the Chair. Okay. And Roger Corbin is listed as the Deputy Chair. There are notations for Lisanne Altmann, David Denenberg, Craig Johnson, and Joseph Scannell, my old friend from the Nassau County District Attorney's Office, and somebody has to contact these people with Verizon and open their eyes. Tell them what's going on.

Also, very, very serious, missing items with regard to the county or very erroneous items. For example, all the courts of Nassau County all have incorrect phone numbers. They've all been changed by the New York State Office of Court Administration and there is no notation of that. And somebody has to contact these people at Verizon because one of these errors could end up in a very serious, perhaps fatal problem for some of our local residents.

Thank you very much. My compliments to you. And my compliments also to the county for the fine work they did over the last weekend in the storm. Thank you.

CHAIRWOMAN GONSALVES: Thank you, John.

Meta Mereday.

MS. MEREDAY: Good afternoon. Meta J. Mereday, 758 Wesley Street, Baldwin. Another constituency that seems to continue to be left out of this.

First of all, I just got to put on the record with regard to the opposition. I agree with the issues pertaining to these VLTs. First of all, that mythical number about that $20 million. Nassau County doesn't seem to have a good track record in putting together numbers as far as revenue streams. Let's do a little history here.

Privatization of the NICE buses, that was supposed to save millions of dollars to the county and improve services. Funny. Those people that are now standing on the street kind of waiting for that bus on those 11 routes, not so happy. Good luck with trying to get to the bus stop now. Not only can't they reach it, but there's no bus coming.

The consolidated police departments. I believe someone said earlier that the commissioner stated that these VLTs would not

generate an increase in crime. Funny. That's the same nonsense we heard when this body, some of you sitting behind there, voted to support the police precincts that we vehemently were against, including residents from the illustrious Elmont. I like Elmont. More power to you.

I was even included in a group that was noted by the county executive trying to storm his office. I didn't know myself and five senior citizens from Elmont considered storming the county executive's office. But I digress.

Let's not talk about those infamous red light cameras. Do you remember that one? Okay.

Again, these revenue streams that we come up with these mythical numbers, let's just start getting real.

Contracting. Funny, as someone else noticed, that the OTB, which is one tired business, let's just put it that way, they want to talk about jobs. If we dealt with some of the millions of dollars - and Mr. Budnick, to your point, maybe if we cut some of the money that we use for advertising for all of these posters, brochures, flyers, stickers - we've got the

county executive's name just about on every building that is empty and for rent, we might be able to address the fact that most county residents cannot get through to the various offices and services to get what we're supposed to be paying these high taxes for.

Contracting. Most of you who know that I come up here, I talk about the veterans because no one has talked about that except the one gentleman who talked about his grandfather. Now let me talk about my great uncle who served in World War I. Again, look at my color, so you can just imagine what role he played over in the fields of France. He was a medic. He had to use a handkerchief because even the rudimentary gas masks were not allotted to the Blacks. I didn't get to meet him. He died when I was four years old from black law. So, yes, I speak about veteran's issues, and I am tired, consistently tired of being here not hearing, seeing, or witnessing anything of actual documented fact with regard to veteran business development that would keep our student veterans who attend the colleges and universities here but can't afford

to stay here.

You want to talk about some jobs? We've got zombie houses that could be rehabbed. A lot of these people who have these union jobs could be doing that work.

CLERK MULLER: Your three minutes have expired, ma'am.

MS. MEREDAY: I already know that, but I'm going to keep it moving.

They have those jobs. We could be rebuilding these bridges. This county loses out on millions of dollars in state and federal funding for the various projects that seem to be happening in Suffolk County, Kings County, Queens County. And where is Nassau County? We only seem to get in the news when there's another indictment and there's another investigation, another scandal. But we have to pay the price for all of this.

So, like I said, the $20 million, you really need to stop living on Fantasy Island because it's getting too expensive to live here on Long Island.

And I'm still waiting to find out about

the good-faith efforts that the county has been claiming that they've been implementing because of the last scandal with Abtec, or Abscam or whatever. It doesn't even matter. Each day *Newsday* has another person, one of you in here, I keep saying every time I come here somebody else is spotlighted in the paper. So I'm just going to wait to see when I get home whose name is popping up this week.

I was told that there was going to be some kind of report or something that talks about the contracting and the percentage of the money that we're getting from the state and federal government, there is a mandated, on-the-books law that three percent is designated for service disabled veteran owned business. But funny, we don't have a study in place to determine what businesses we have, whether they're veteran owned or service disabled. So how can a veteran or service disabled business get a contract in Nassau County when you don't even have a list for that? So why don't we start using some of those millions to build up our veteran business, to help our student veterans, and everyone in this

room has a direct or indirect connection to veterans. You want to do something about really bringing some money to this county? Let's start really talking about our veterans and our veteran community, and get these VLT things out of the way.

We don't need any more gambling. We don't need another addictive process in Nassau County. We need real government. We need real consensus.

CHAIRWOMAN GONSALVES: Thank you very much.

MS. MEREDAY: I'm done. Goodbye.

CHAIRWOMAN GONSALVES: Crystal Berger. Crystal Berger.

MS. BERGER: Good morning, ladies and gentlemen. Many of you here, in the interest of full disclosure, do know me. Hello to all of my friends. I have friends on both sides of this room. Currently, I live in Elmont. My address is 1743 Atherton Avenue.

I grew up in Elmont, but I grew up a little bit differently. I also grew up in Floral Park. Floral Park was my second home. My father

died when I was younger, when I was six years old, and my mother worked very, very hard and wanted to send me to what she believed was the best school at the time. She chose a school, a private school in Floral Park. I spent many, many, many years in Floral Park, growing up with friends who are now my family there. So I'm not only here to talk to you about VLTs in Elmont, a community I have lived in for 22 years, where I own a home, where I pay taxes, I'm also here to talk to you about my friends and neighbors in Floral Park, in Valley Stream, in Franklin Square, in West Hempstead, in North Valley Stream, in Queens on the other side of this issue.

I mentioned that my father died when I was younger. I'm not here to talk to you just about the race issue. Because I can talk to you all day long about the race issue. I know what it's like to be a white person, I'm half of one. I know what it's like to be a West Indian person, because I'm half of one. I know what it's like to be raised by a Haitian doctor; he was the person who raised me after my father died. And

the reason I mention this to you, ladies and gentlemen, is because I'm not coming to you as a person who is here to talk to you about one specific perspective, about how these VLTs are going to affect me. And I'm not here to talk to you about how it's going to affect one community.

I don't see the real definition of one community going on, except what's been going on here today. We are one community. We are one community who is going to suffer the exact same consequences: crime will increase, traffic will increase. There are many, many reports about this. I don't have to sit here and spit and quote statistics to you; we've heard them all afternoon long. As long as we all stay united, you're going to keep hearing them.

The reason I'm coming to you here today - I wasn't planning on speaking. I was planning on supporting my legislator, my other legislator friend, my friends on this movement. But I can't leave here today without saying what I have to say.

Every single one of you up here has a responsibility. You are elected to reflect,

represent, and demand the needs of your community and represent only the best interests. There are people here who I have become friends with who are republicans. I never thought that would happen. This is a really great thing I see going on here. Maybe it took 22 years. Maybe it was all in the making for a long time. It's like the powder keg in the Balkins that led to World War I. This issue exploded for many, many socioeconomic dynamic factors. It doesn't just affect the Black community in Elmont, of which I'm a part of because of my step-Dad. It doesn't just affect the White community and many other races in Floral Park, of which I'm also a part of because of my friends and my family and a lot of people I've met along in my life. This affects everyone. If you cannot and do not want to do your job, then I implore you, please do not do it. Please, vacate your position and allow someone else to do it, unless you want to continue to listen to --

FEMALE VOICE: Ma'am, your three minutes are up.

MS. BERGER: Please represent the best

interest for your community. Thank you.

CHAIRWOMAN GONSALVES: Thank you.

David Fowle.

MR. FOWLE: Actually, I wasn't going to speak either, but I did want to --

CHAIRWOMAN GONSALVES: You have a slip here.

MR. FOWLE: I wasn't intending to speak here today. Again, I did want to correct some of the misconceptions I think that were brought up during some of the discussion here.

My friend, Mr. Nicolosi, I am the President of the Sewanhaka Central High School District Board of Education. The event that he referred to on the front page of *Newsday* was held at Floral Park Memorial High School which, as you heard, is directly across the street from this proposed facility.

Absolutely, the Village of Floral Park requested a permit to use the facility for a rally, for a discussion. I was invited to speak at it, and did so. We expected, quite frankly, maybe 400, maybe 500 people, and that's why we used our auditorium and had an overflow room set

up in the library. It's because of the people you see here that have been coming before you last month and this month that came out in droves, that were willing to stand outside, to stand in the streets to wait to be heard. It's an issue that really, really affects all of our communities - Elmont, Floral Park, South Floral Park.

You know the statistics. You know from what you have been through. The idea that because there is gambling at the facility, then why isn't it at the Race Palace? There's already gambling at the Race Palace. It's not going to affect our children. It doesn't matter that it's near an elementary school and the high school. Why then isn't it Uniondale? Because the Hofstra University President objected.

This facility should not be near an elementary school. Again, the idea that this was not discussed in 2011 - with all due respect Madam Presiding Officer, you had a resolution, at least from the Floral Park-Bellerose School Board Education in 2011 objecting to any proposal that would place an Indian casino at Belmont

Racetrack. We have testified in the past, when I was the president of that board, the elementary school board, we testified against a flea market being placed at the facility. This is an area that we have defended - the communities of Elmont, Floral Park, South Floral Park have defended this for years.

Horseracing is a wonderful, wonderful sport. It is not pulling a slot machine. This is something that really has no business in a residential community. Again, the idea that there is no impact on the local community I think is ridiculous. And this is for, as the woman just stated, an alleged $20 million payoff to the county. It's not going to happen.

You have already operating, as someone said, very, very successfully a few miles away. You have casinos coming back --

FEMALE VOICE: Sir, your three minutes are up.

MR. FOWLE: That's fine.

CHAIRWOMAN GONSALVES: Mr. Fowle, just wrap it up.

MR. FOWLE: I will be very happy to wrap

it up.

Again, this is something that I think you have to think long and hard. You are placing something that has not bearing being in a residential community, particularly adjacent to schools, in this. And I urge you to do all that you can to stop it.

Thank you.

CHAIRWOMAN GONSALVES: Thank you, Mr. Fowle.

That concludes public comment. All the slips have been responded to.

LEGISLATOR SOLAGES: There's been a slip for Ms. Flood --

CHAIRWOMAN GONSALVES: Who?

LEGISLATOR SOLAGES: Ms. Flood has submitted a slip, to my understanding, and several people have deferred to her and she hasn't spoken.

CHAIRWOMAN GONSALVES: I had Ms. Flood speak, I'm sorry.

LEGISLATOR SOLAGES: No.

CHAIRWOMAN GONSALVES: Somebody yielded the floor to her. Ms. Flood, you've spoken here

before so you know that we don't pressure you.

MS. FLOOD: I know. I know. I'm here again. I'm going to continue to come here again. This is a hot potato issue. Again, I'm new to all of this. I have a three year old and a one year old. When the casino was a hot button issue, I know my parents talked to me about it, but I was working to start a family. I was working around-the-clock in my corporate job and I honestly didn't know enough about it to fight it then.

Right now, it's real to me. I have a three year old and one year old and this is my community. So I've been up here the last couple of times. And everyone in this room today, with the exception of a few people who demonstrated, actually quite well, the type of clientele that would be attending this proposed casino. Anyway.

I reached out to a lot of elected officials. Some of you up there, Mr. Muscarella, Mr. Nicolello, who support my area, Ms. Schaefer who did something unprecedented for the Westbury proposal. My question is I don't understand why it didn't die at Westbury. Knowing that there

was one more shot at it. But there were residents, schools, and congestion involved in that deal.

Financial reasons in this county do not support signing up for something that has the potential to increase crime, perpetuate the sickness of this gambling and, my number one is, to teach the children in this community that this is acceptable, that this is an acceptable solve for a budget gap is not what we should be showing our young children.

I'm encouraging you because from some of the conversations that I've had from your representation, especially on the majority side, this week, I know that there is open to fact find. I'm imploring you to fact find. I'm imploring you to do dig into the numbers, the crime statistics, the false revenues. Drill down to the slot machine. I implore you. Dig into the current county budget again. I know it's your job and I know you're up against managing a budget. But in the document, the executive overview, there are a couple of gaps and places where you are citing a potential revenue

opportunity. So maybe that's half of the nut that we have to solve for for the $20 million VLT revenue that's noted in the executive summary of the budget as a risk. Why are we supporting a risk, especially a risk that's supposed to be funded and built upon for future budget years by an organization such as OTB, that is a declining business, that supports something that's detrimental to humans, welfare, and to the economic and growth potential of this county.

I don't really understand the legislative process. Again, now I'm going to try to understand it a little bit better because I think a lot more people would have stuck around in this room today had they realized 15 minutes would pass and then they could have gotten up to the mic.

Again, there are school delays and children that need to get safely home, so I understand why we have a thinned out crowd.

But I don't know how do we get something like this back on the agenda? So there was something today called an emergency session that you need votes for. How many votes does it

require to get the VLT issue on your agenda? Again, representing, from both facets, right? I know that there is the obligation to ensure the board of the OTB is overseen in an ethically, legal fashion. But what about the financials? How can we can the financials into question, and is that something that is worthy of an agenda item today if you're not prepared to remove and replace the board of the OTB? How do we get the financials into question and on this agenda?

Thanks.

CHAIRWOMAN GONSALVES: Thank you, Ms. Flood.

We're going to put the legislature in recess. Believe me, we have a Rules Committee that will probably convene very shortly, but it should not be too lengthy.

LEGISLATOR DeRIGGI-WHITTON: Norma, can I just ask you a favor? I was just told that they're coming down with the information.

CHAIRWOMAN GONSALVES: We're in recess right now.

(Whereupon, the Full Legislature recessed at 3:54 p.m.)

(Whereupon, the Full Legislature reconvened at 5:17 p.m.)

CHAIRWOMAN GONSALVES: We are now reconvening.

I believe the two items that were in question - I think we were going to go by emergency for them, primarily because remember we said that there were questions that needed to be addressed. I believe the amendments have been brought down to us. Do we have the amendments?

CLERK MULLER: I do have them.

CHAIRWOMAN GONSALVES: Do you have them? Okay. For which ones now?

CLERK MULLER: The one I think we had done for you were on 46 and 47, which we had given the chart out to everybody this morning, and then the county executive filed the two items that needed the amendments and has them as emergency resolutions. Are they the water pollution and the Port Washington Library?

CHAIRWOMAN GONSALVES: 13, Resolution 2, I believe that has to do with the Great Neck Water Pollution Control District. There's one more. I believe Item 18, Resolution 7. An

amendment needed to be filed, and I believe we have gotten the amendment so now we have to - Mr. Muller, I believe they filed the amendment and now that's an amendment in the nature of a substitution, correct?

CLERK MULLER: Yes.

CHAIRWOMAN GONSALVES: This is for 13 and 18.

CLERK MULLER: Sure. Do you want to do them together?

CHAIRWOMAN GONSALVES: Yes, please.

CLERK MULLER: Presiding Officer, we have an emergency that comes by way of a recommendation from the county executive. It's an emergency resolution declaring an emergency for immediate action upon a resolution to authorizing the county attorney to execute an inter-municipal agreement with the Great Neck Water Pollution Control District in relation to installing a new concrete ramp and miscellaneous architectural upgrades.

Also on the calendar today for an amendment is an emergency resolution, which will be an emergency resolution declaring an emergency

for immediate action upon a resolution authorizing the county executive to execute an inter-municipal agreement with the Port Washington Public Library to renovate the children's room of the Port Washington Public Library.

Motion, please?

By Legislator Walker.

All those in favor of the two emergencies signify by saying aye.

(Aye.)

By Legislator Walker.

All those in favor of the two emergencies signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The emergency has been - for those two items have been established.

Let's go back to 13 and 18. There was an amendment for both items, correct? Here we go.

I'm going to read both of them and put them into the record.

Item 13, Resolution 2, which is the IMA

with the Great Neck Water Pollution Control District in relation to installing a new concrete ramp and miscellaneous architectural upgrades; and the other was the IMA with the Port Washington, which is 18, Resolution 7, an IMA with the Port Washington Public Library to renovate the children's room of the Port Washington Library.

The amendments were noted on Clerk Item 24-16 and the time stamp is January 25 and 4:30. The other one was Clerk Item 3 and the stamp I believe is pretty much the same, January 25, 2016, 4:30 p.m. The amendments have been duly filed.

Motion to accept the amendments?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Motion by Legislator Dunne, seconded by Legislator Kopel.

Any questions?

(No verbal response.)

Any comments?

(No verbal response.)

All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Okay. Items 13 and 18 have now been approved.

Now a motion to adjourn?

CLERK MULLER: We have other emergencies.

CHAIRWOMAN GONSALVES: Again, we have to establish the emergency, please.

CLERK MULLER: There are two to correct petitions with different towns. Can we call them together?

CHAIRWOMAN GONSALVES: Yes, please.

CLERK MULLER: Thank you.

Presiding Officer, we have a request for an emergency to be declared from the county executive on two items: Clerk Item Number 46-16 and 47-16; a resolution to authorize the County Assessor and/or County Treasurer and/or the Receiver of Taxes of the Town of Hempstead to correct erroneous assessments and taxes in accordance with petitions of the county assessor on specific properties situated in various school

districts, assessed to designated owners appearing on the assessment rolls for the specified school year and/or County years pursuant to this resolution; pursuant to the Real Property Tax Law, the County Government Law of Nassau County, and the Nassau County Administrative Code.

The other emergency resolution is requesting an resolution to authorize the County Assessor and/or County Treasurer and/or the Receiver of Taxes of the Town of Oyster Bay to correct erroneous assessments and taxes in accordance with petitions of the county assessor on specific properties situated in various school districts, assessed to designated owners appearing on the assessment rolls for the specified school year and/or County years pursuant to this resolution; pursuant to the Real Property Tax Law, the County Government Law of Nassau County, and the Nassau County Administrative Code.

CHAIRWOMAN GONSALVES: Motion to establish the emergency?

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello.

All those in favor of establishing the emergency for these two items signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The emergency has been established.

Items 46 and 47, he just read them into the record.

Is there any public comment - we need a motion for Items 46 and 47.

LEGISLATOR KOPEL: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Nicolello.

Do we have anyone to speak on these two items? Lisa is here. I believe Legislator Nicolello has a question.

MS. LOCURTO: Certainly, Legislator.

LEGISLATOR NICOLELLO: I guess if you could just explain.

MS. LOCURTO: This is just a correction of errors that the Department of Assessment normally does. The reason why we're doing it by emergency is because we want to take advantage of the opportunity. If we can make this correction while the tax bills are still waiting or are in the period to be paid, we can get a corrected tax bill out to the taxpayer so they can pay on the corrected tax bill in time and they don't have to get a refund. So that's the reason we wanted to do it as quickly as possible.

LEGISLATOR NICOLELLO: What was it that led to the erroneous assessments? It's been in the newspapers. You can tell us what it is.

MS. LOCURTO: My understanding was that for the 2016 general tax bill there was a computer glitch that put additional properties on the tax warrant that shouldn't have been there. They were attributed to certain property owners that shouldn't have been. In essence, it was an overbilling. For example, you might have received, particularly this was in the area of

sewer charges. You might have received a sewer charge for A as well as B taxing jurisdiction and you shouldn't have. You should have only received a sewer charge for A. So what this correction will do is indicate that there are not to be two sewer charges for A and B, only one sewer charge.

LEGISLATOR NICOLELLO: Now that leads me to that question. What are we doing to make sure this computer glitch does not occur again?

MS. LOCURTO: The Department of Assessment IT Department is working with our outside vendor. As you know, or you may not know, the Department of Assessment runs the assessment role through the ADAPT system, which was a multi-billion dollar system that was acquired during the reassessment phase. We are going to have our IT Department work with Tyler to determine the exact cause of the error of why it was listed twice and to make sure it doesn't happen again.

LEGISLATOR NICOLELLO: We do want assurances - I understand you're with the county attorney's office. We want assurances from

Assessment that whatever it is that caused this, this glitch or problem with the software, that it's been fixed and it's not going to happen going forward.

MS. LOCURTO: Absolutely. And if it's possible.

LEGISLATOR NICOLELLO: Thank you.

CHAIRWOMAN GONSALVES: Legislator Ford and then Legislator DeRiggi-Whitton.

LEGISLATOR FORD: I understand then, especially for the properties in question, that we have pushed back when the taxes are due.

MS. LOCURTO: Correct. Normally taxes are due February 10. There was a lawsuit between Town of Hempstead and subsequently with the Town of Oyster Bay which the time to pay your taxes was pushed from February 10 to March 1.

LEGISLATOR FORD: That only gives three weeks. What happens, though, because it is a confusion that's causing a lot of concern, and I'm sure Legislator Whitton is getting the same e-mails and calls from residents in her district as well as in mine. I just want to make sure - when are you sending out the corrected tax bills?

MS. LOCURTO: Once the Legislature here votes on the correction petition, that will then immediately be sent to the Town of Hempstead and Town of Oyster Bay. We will be coordinating with their receiver of taxes so they can issue the corrected tax bills as quickly as possible and within the timeframe with the taxpayers with the corrected tax bills have to pay, so they are not in any way put out.

LEGISLATOR FORD: For me, I just want to be quite clear, that it's nice that you pushed back the time that their taxes are due. It was the error on the part of the county. We committed this error. So I want to be assured that not one resident who got this incorrect tax bill will be punished or fined in any way. If they forget or they got confused and sent in the wrong amount and then the Town of Hempstead pushes it back because it's not the right amount and end up sending it in, end up sending it in after March 1, I want to make sure that not one person pays more than what they are supposed to have been paid if the tax bills went out correctly.

MS. LOCURTO: Hopefully, Legislator, the corrected tax bills will go out and no taxpayer will have to pay an incorrect amount.

LEGISLATOR FORD: So when the tax bills go out - they went out, when? I guess either this week or last week, correct?

MS. LOCURTO: Last week. Normally, when the tax warrant was passed, as it always is, for the general tax bill in December, there are ten days from the receipt of that warrant that the town receivers send out the tax bills. So the tax bills have been going out in the past two weeks. Hempstead and Oyster Bay got a little bit of an extension of time. Many of the tax bills have already been out. The receiver of taxes will be communicating with the taxpayers. Many of the taxpayers called the Department of Assessment and/or the Receiver of Taxes and immediately we were on top of it to ensure that the correct information was given to them so that they are expecting the corrected tax bills so they will pay the corrected amount.

LEGISLATOR FORD: Without penalizing.

MS. LOCURTO: Without penalty.

LEGISLATOR FORD: So what you're going to do is after this, tomorrow, you're going to send out - you have all the corrected tax bills to be sent to the receiver of taxes in the towns?

MS. LOCURTO: The town receivers send out the tax bills. We can only give them the warrants so that they have then the authority to send out the corrected tax bills.

LEGISLATOR FORD: And they'll get these warrants tomorrow?

MS. LOCURTO: I'm sure the receivers, because they're aware of the problem and we've been coordinating with them identifying the properties, they're probably already loading up the tax bills, but the receiver of taxes have to send it out, the county can't.

LEGISLATOR FORD: All right. I just want to make sure that not one person who got an incorrect tax bill pays one additional penny more than what they were supposed to have paid.

MS. LOCURTO: We're endeavoring to do that.

LEGISLATOR FORD: Thank you.

CHAIRWOMAN GONSALVES: Legislator

DeRiggi-Whitton.

LEGISLATOR DeRIGGI-WHITTON: Thank you.

Lisa, are we sure that these were the only taxpayers that were billed incorrectly?

MS. LOCURTO: The Department of Assessment has identified all the parcels. There were 880 parcels. The majority of the parcels fall between two specific areas: Lido Beach and Sea Cliff. So those two areas have been identified and assessment is confident they've identified all of the properties.

LEGISLATOR DeRIGGI-WHITTON: It's all Glen Cove and Glen Head. It's been the whole Town of Oyster Bay, a big portion of the Town of Oyster Bay area.

MS. LOCURTO: In the petition - I don't have the particulars of the different properties. But all the properties that were in the petitions are the ones that were identified as where the problem existed.

LEGISLATOR DeRIGGI-WHITTON: Did anyone go back and make sure that the glitch didn't happen with any other properties?

MS. LOCURTO: Yes, they did. The

Department of Assessment did that.

LEGISLATOR DeRIGGI-WHITTON: I think Legislator Ford touched on a lot, as far as they'll be notified, the towns and cities and villages, immediately.

MS. LOCURTO: Yes. Absolutely. We've been coordinating. When Assessment first learned of the issue and we started getting phone calls, we immediately began to coordinate with the town receivers. So, yes.

LEGISLATOR DeRIGGI-WHITTON: On a related subject. I've been receiving a number of correspondence from various attorneys. With the LIPA Pilot, do we have any idea what the county is going to be doing? Do you believe the county might pursue a lawsuit against LIPA for the discrepancies in their bills?

MS. LOCURTO: The County is still examining filing a lawsuit with LIPA on that issue.

LEGISLATOR DeRIGGI-WHITTON: Do you have any idea -- talk about calls, that's my number one problem right now.

MS. LOCURTO: I understand, Legislator.

LEGISLATOR DeRIGGI-WHITTON: Do you have any idea if we're going to have an answer any time soon?

MS. LOCURTO: Yes, we should have it soon.

LEGISLATOR DeRIGGI-WHITTON: Can I ask you as a personal favor to let me know when you do know -

MS. LOCURTO: Absolutely, Legislator.

LEGISLATOR DeRIGGI-WHITTON: because that is a major thing.

CHAIRWOMAN GONSALVES: Let us all know.

LEGISLATOR DeRIGGI-WHITTON: Let us all know, of course. I'm sorry.

MS. LOCURTO: Absolutely.

LEGISLATOR DeRIGGI-WHITTON: Norma, I just wanted to thank you and Ellen -

CHAIRWOMAN GONSALVES: You're most welcome.

LEGISLATOR DeRIGGI-WHITTON: We appreciate your doing that.

CHAIRWOMAN GONSALVES: We just have to make sure we get our items correct.

LEGISLATOR DeRIGGI-WHITTON: I

appreciate it.

CHAIRWOMAN GONSALVES: No other comments.

Public comment?

(No verbal response.)

There being none; all those in favor of Items 46 and 47 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

That was unanimous for the two items.

Motion to adjourn?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

All those in favor signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

We're all ready to go home.

(Whereupon, the Full Legislature adjourned at 5:34 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby state:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of February, 2016.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
PRESIDING OFFICER

RULES COMMITTEE

NORMA GONSALVES,
CHAIRWOMAN

1550 Franklin Avenue
Mineola, New York

January 25, 2016
4:26 p.m.

REGAL REPORTING SERVICES
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A P P E A R A N C E S:

NORMA GONSALVES
Chairwoman

RICHARD NICOLELLO
Vice Chairman

DENNIS DUNNE

HOWARD KOPEL

KEVAN ABRAHAMS
Ranking

JUDY JACOBS

CARRIE SOLAGES

WILLIAM J. MULLER, III, Clerk

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BOB MCMANUS 18

BRENDAN RHODES. 22

LISA LOCURTO. 24

GREG STEPHANOFF 32

JOHN PRIEST 50

2 CHAIRWOMAN GONSLAVES: Mr. Muller, would
3 you please call the roll?
4 CLERK MULLER: Legislator Solages?
5 LEGISLATOR SOLAGES: Here.
6 CLERK MULLER: Legislator Jacobs?
7 LEGISLATOR JACOBS: Here.
8 CLERK MULLER: Ranking Member Abrahams?
9 He's here.
10 CLERK MULLER: Legislator Kopel?
11 LEGISLATOR KOPEL: Here.
12 CLERK MULLER: Legislator Dunne?
13 LEGISLATOR DUNNE: Here.
14 CLERK MULLER: Vice Chairman Nicolello?
15 LEGISLATOR NICOLELLO: Here.
16 CLERK MULLER: Chairwoman Gonsalves?
17 CHAIRWOMAN GONSALVES: Present.
18 CLERK MULLER: We have a quorum.
19 CHAIRWOMAN GONSLAVES: Okay. We have a
20 few contracts. I'm going to go through them as
21 quickly as can be. I'll begin with Clerk Item B-
22 2, a resolution authorizing the county executive
23 to award and execute a contract between the

County of Nassau acting on behalf of the Nassau County Department of Public Works and Philip Ross Industries.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne.

And we have Mr. Arnold here.

MR. ARNOLD: B-2-16 is a construction contract, which is Phase 6 of our pump station hardening initiative. These are for pump stations in the Oceanside area. Philip Ross was the lowest responsible bidder.

CHAIRWOMAN GONSALVES: Any questions?

LEGISLATOR ABRAHAMS: Just a comment and it's not directed at Mr. Arnold. I'm sure what he's saying is truth worthy.

As we have said before and will continue to say again, the lack of a procurement process in this county, I truly believe should preclude every legislator from voting in good conscientious on any of the rules contracts that are before us. We're going to continue to ask

the county executive to have a process that all could come to an agreement on, which would basically add more transparency to the procurement process here in Nassau County. Until that day happens, we will continue to abstain from all contracts that do not have some level of confidence, whether it's done through a different office or it's done in a manner with being a sole source or something where the RFP process cannot be tainted.

Thank you.

CHAIRWOMAN GONSALVES: Any public comment regarding this item?

(No verbal response.)

There being none; all those in favor of B-2 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

So it's 4-0-3.

The next group are personal services agreements between the County of Nassau. The

first one, which is E-6 is an agreement between the County of Nassau and Nassau Health Care Corporation.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel.

MS. LAURAIN: Good afternoon. Mary Ellen Laurain, Department of Health.

Item E-6-16 is an amendment to a contract with Nassau Health Care Corporation in the amount of $3,750,000. This is for the mandated public health services, pursuant to New York State Public Health Law.

This contract continues the county's current payments to the Health Care Corporation at a cost of five million annually.

CHAIRWOMAN GONSALVES: Questions or comments?

LEGISLATOR ABRAHAMS: If I may.

CHAIRWOMAN GONSALVES: Go ahead, Minority Leader.

LEGISLATOR ABRAHAMS: This wouldn't

appear to be something that would go through an RFP. It looks like something that was amending a previous contract.

MS. LAURAIN: Yeah. Nassau Health Care Corporation is the preferred vendor.

LEGISLATOR ABRAHAMS: Preferred vendor. Are they the only vendor or the preferred vendor?

MS. LAURAIN: They are the preferred. In 1999, the hospital became a public benefit corporation -

LEGISLATOR ABRAHAMS: I'm aware.

MS. LAURAIN: And pursuant to that, the health centers, which are run by the Health Department, went under the public benefit corporation and with that mandated clinical services such as tuberculosis, HIV, STD, and a few other services went under that public benefit corporation. But because they are mandated public health services, the Health Department must pay for them.

LEGISLATOR ABRAHAMS: That I'm aware of. But has the Health Department ever decided to seek someone else other than the Nassau Health Care Corporation?

MS. LAURAIN: I don't believe we are permitted to do that because the Health Care Corporation and the hospital is a preferred vendor. I believe that's in the Charter or somewhere in the county it's stated that.

LEGISLATOR ABRAHAMS: When the Health Care Corporation was created.

MS. LAURAIN: Yes. I believe that's when it occurred.

LEGISLATOR ABRAHAMS: I see.

MS. LAURAIN: And we've been providing this since 1999.

LEGISLATOR ABRAHAMS: I'm aware.

CHAIRWOMAN GONSALVES: Any other questions or comments?

LEGISLATOR ABRAHAMS: I'm sorry. One last question.

CHAIRWOMAN GONSALVES: Yes.

LEGISLATOR ABRAHAMS: I'm sorry. I apologize, Presiding Officer.

Counsel just reminded me that this is a contract that expired in, it looks like, September 9, 2015. Why would this legislature take up a contract that's already expired?

MS. LAURAIN: It expired - so, from 1999 to 2007 and then 2007 to December 2014. We began -- so there were two amendments in 2015, the first one you heard November 15, you passed that, and that began in December of 2014; there were some delays in the processing at the hospital and they signed it in April. It then went back to the county and there were some coding problems and it was sent back and the disclosure form delayed it even further.

LEGISLATOR ABRAHAMS: So services have already been rendered.

MS. LAURAIN: Services have been rendered because they are mandated by Public Health Law and we require. We have not paid them.

LEGISLATOR ABRAHAMS: I'm not implying they should stop. But what this legislative body or this committee is being treated is is kind of a fait de complete. It's already been done so we might as well pay for it. Am I understanding this correctly?

MS. LAURAIN: We are mandated by Public Health Law to provide these services. We cannot

let people have TB and -

LEGISLATOR ABRAHAMS: That's not the point. The point is this legislature is demanding that this come to us in a timely manner. This should come to us before that happens.

MS. LAURAIN: I do agree with you that it should. Unfortunately, there were delays in the process and there were new forms --

LEGISLATOR ABRAHAMS: But you just described the process in which there are delays all the time.

MS. LAURAIN: I didn’t -

LEGISLATOR ABRAHAMS: You said that we voted for this late.

MS. LAURAIN: Because there were two parts to the five million agreement. We were going to do it in quarterly installments. We didn't feel that was necessary. This contract could not proceed until the first amendment was approved, and that was the amendment that was delayed. This contract that you're seeing didn't start until December '15 because the first amendment was delayed. Once this is approved, we

will start the full year of 2016.

LEGISLATOR ABRAHAMS: I understand your points. Again, I'm very uncomfortable with voting for a contract that's expired. All these services are extremely important. I just would like to think the Health Department would treat it with the same importance by getting it to this legislative body in a timely manner.

MS. LAURAIN: We absolutely had all intentions. We began the process over a year ago. Unfortunately, as I said, there were delays in processing some of the papers and new forms were needed, such as the disclosure form, so it delayed the process.

LEGISLATOR ABRAHAMS: The disclosure form that the county executive has implemented.

MS. LAURAIN: That was, I believe, in June.

LEGISLATOR ABRAHAMS: That form created -

MS. LAURAIN: I believe in June.

LEGISLATOR ABRAHAMS: That one form created the discrepancy of -

MS. LAURAIN: No. There was an initial

delay of a few months. There were many changes going on in health care and state and federal reimbursement. I could tell you though that this must be provided and would jeopardize our state aid package, which is millions of dollars.

LEGISLATOR ABRAHAMS: Okay. Thank you.

CHAIRWOMAN GONSALVES: Any other comments or questions?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-6-16 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Any abstentions?

(No verbal response.)

It's six to one.

E-10, a resolution authorizing the county executive to execute an amendment to a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Department of Health and Sivic Solutions Group, LLC.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

MS. LAURAIN: Mary Ellen Laurain, Department of Health.

Item E-10-16 is an amendment to a contact with Sivic Solutions Group in the amount of $23,111. We are required to do this. This is for Medicaid reimbursement for preschool special education services. The contractor identifies Medicaid eligible children.

CHAIRWOMAN GONSALVES: Any questions or comments for Mary Ellen Laurain? Legislator Jacobs.

LEGISLATOR JACOBS: Mary Ellen, I just want to ask you a question. I hope I'm in the right place. This is E-10, right?

MS. LAURAIN: Yes.

LEGISLATOR JACOBS: I'm sorry. I was looking at the wrong thing. I apologize.

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none; all those in favor of E-10 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

LEGISLATOR JACOBS: A question. Considering that this is a commission-based compensation, did the contractor increase Medicaid reimbursement for Nassau County also?

MS. LAURAIN: No. The contractor determined more children who are eligible. That's the reason why the amendment.

LEGISLATOR JACOBS: Okay. Good answer.

MS. LAURAIN: I think this is the third amendment. It's not uncommon. It's very labor intensive. As they collect information and services -

LEGISLATOR JACOBS: Special needs.

MS. LAURAIN: Yes. Pre-school.

LEGISLATOR JACOBS: Thank you.

CHAIRWOMAN GONSALVES: Any public comment?

LEGISLATOR ABRAHAMS: I'm sorry. Can

you hold on a second?

CHAIRWOMAN GONSALVES: I did ask if there was any public comment.

There being none; all those in favor of E-10 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

(5-0-2)

Thank you, Mary Ellen.

The next contract is E-7, a personal services agreement, acting on behalf of the Nassau County Police Department and Safe Center.

I'm going to see if there is another one for the police department so I can put them together here.

Okay, Lieutenant. I got that right, right?

LIEUTENANT STEPHANOFF: Yes, thank you.

CHAIRWOMAN GONSALVES: E-7, what can you tell us?

LIEUTENANT STEPHANOFF: E-7 is a personal services agreement between Safe Center and the Nassau County Police Department. Safe

Center is formerly known as the Nassau County Coalition against Domestic Violence. They are going to offer support services with regard to domestic violence, sexual abuse, and child abuse.

The contractor will assist the department in its goal of the prevention of abuse by providing a 24-helpline to access information, development and dissemination of education materials, outreach, and counseling, and referrals.

CHAIRWOMAN GONSALVES: I don't believe I took a motion.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: moved by Legislator Nicolello, seconded by Legislator Dunne.

You already gave us your description of the item.

Any comments or questions from the legislators regarding Safe Center and the Police Department?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-7 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

Okay.

E-8, a personal services agreement between the county district attorney and EAC Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

Who do we have here?

MR. MCMANUS: Bob McManus, District Attorney's Office.

CHAIRWOMAN GONSALVES: Yes, Bob.

MR. MCMANUS: This item is an amendment to an existing agreement with EAC Incorporated to increase the budget by approximately $42,000 to

add a re-entry case manager and conflict resolution training.

EAC Incorporated has been a partner with the district attorney's office for program for formerly incarcerated individuals who are returning to the community. Our relationship with EAC goes back many years and our partnership with them was established due to their history of providing services to at-risk populations and their proven track record in the development and implementation of mediation and conflict resolution services.

LEGISLATOR SOLAGES: I have a question.

CHAIRWOMAN GONSALVES: Funding for this project?

MR. MCMANUS: Civil forfeiture funds.

CHAIRWOMAN GONSALVES: Legislator Solages.

LEGISLATOR SOLAGES: Thank you, Presiding Officer. Good afternoon.

MR. MCMANUS: Good afternoon.

LEGISLATOR SOLAGES: I just want to be clear. The procurement process with this was done with the district attorney's office,

correct?

MR. MCMANUS: That's correct. There was no outside influence or third-party involvement.

LEGISLATOR SOLAGES: Okay. So it wasn't like that Abtec situation?

MR. MCMANUS: No, sir.

LEGISLATOR SOLAGES: Okay. Good. Thank you.

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none; all those in favor of E-8 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

MR. MCMANUS: Thank you.

CHAIRWOMAN GONSALVES: E-9, a personal services agreement between OMB, Office of Management and Budget, and the Nassau County Bar Association Assigned Counsel Defender Plan.

Motion, please?

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Kopel.

Who is here to speak on this item? Anyone?

(No verbal response.)

Okay. Guess what? Motion to table? Motion to table?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

All those in favor of tabling E-9 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

This is tabled. We have one week. Hopefully they're going to come.

We're going to E-11, another personal services agreement between the Department of Social Services and Family Focus Adoption

Services.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne.

Okay.

MR. RHODES: Brendan Rhodes, Social Services.

This is the 2016 renewal of the Family Focus Adoption Placement contract. The vendor provides adoption services for children in the care of DSS. Such services include pre-placement planning, recruitment, evaluation, and counseling.

CHAIRWOMAN GONSALVES: Any questions or comments regarding this item?

(No verbal response.)

Any questions or comments?

LEGISLATOR ABRAHAMS: Just a quick question.

CHAIRWOMAN GONSALVES: Yes. Minority Leader Abrahams.

LEGISLATOR ABRAHAMS: I just wanted to

make sure we verified the budget increase from year to year. It looks like it's going up from $24,840 to - I'm sorry - 82 to 109.

MR. RHODES: Yes, the budget did go up. The vendor is providing more services to more families.

LEGISLATOR ABRAHAMS: So there are more services being provided?

MR. RHODES: Yes.

LEGISLATOR ABRAHAMS: Okay. Thank you.

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none; all those in favor of E-11 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstention?

(No verbal response.)

The item passes unanimously.

E-12, a special counsel contract entered into by the Nassau County Attorney and Vecchione, Vecchione & Connors, LLP.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel.

Okay. Lisa.

MS. LOCURTO: Good afternoon. This is a special counsel contract amendment to continue to provide legal services by the law firm in the defense of worker compensation claims. The contract term is only being extended until April 2016. There is currently a new RFP out for legal services and that vendor or law firm will be selected before this extension expires.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: I just want to ask you or just comment. This area of law is very specialized, right? There's only a number of law firms that practice worker's compensation.

MS. LOCURTO: Correct. And the nature of going before the New York State Board, the complexity of the law, it provides great assistance to not only the county attorney's

office but all of the county agencies that go before the Board.

LEGISLATOR NICOLELLO: Thank you.

CHAIRWOMAN GONSALVES: Any other comments or questions? Minority Leader Kevan.

LEGISLATOR ABRAHAMS: Ms. Locurto, based on the question I just heard, you said that this is very specialized. When it was first issued, this contract - or this law firm, there were actually three respondents. I don't know if you're familiar with that. This goes back over almost a decade.

MS. LOCURTO: Correct.

LEGISLATOR ABRAHAMS: It seems to me that this could benefit from the possibility of different people being able to do it rather than continue to renew the contract with the same firm year after year.

MS. LOCURTO: Correct. And that is the -- originally, there was an RFP in 2006, the contract lasted for three years. It had been extended for a period of time. But a new RFP is, as I spoke earlier before, is out and we are looking at other firms as well.

LEGISLATOR ABRAHAMS: We'll definitely consider it at a higher level when that time comes. I would think -

Also, I mean, wasn't there a time when this was done with county attorney staff?

MS. LOCURTO: That was several years ago. I think it was determined in 2004 by the prior administration that the administration of the worker's compensation claims, as well as providing the legal services was better served by coupling with a third-party administrator and legal services. The result has been, as you indicated, for the past decade there seems to have been substantial savings to the county because worker's compensation claims are handled and paid on time, which results in a savings to the county.

For those reasons, it's been determined that we're going to continue to use the third-party administrator as well as seeking the assistance of special counsel.

LEGISLATOR ABRAHAMS: Thank you.

MS. LOCURTO: You're welcome.

CHAIRWOMAN GONSALVES: Any public

comment?

(No verbal response.)

There being none; all those in favor of E-12 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Four-three.

The next one is E-14, a special counsel contract entered into by Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

Okay. Lisa.

MS. LOCURTO: This is another contract amendment to defend the charges for county legislation permitting certain not-for-profits to contribute and pay for their sewer chargers. Several not-for-profits - school districts, hospitals - sued the county against the

implementation of it. We are currently litigating that now. The purpose of this amendment will determine the continuing litigation for this matter.

CHAIRWOMAN GONSALVES: Any questions or comments? Legislator Jacobs.

LEGISLATOR JACOBS: Yes. Hi. Lisa, I want to know something.

I'm wondering if you could state on the record what's involved in these cases that requires the county to use outside counsel and not have it in-house. It's been my pet peeve for years.

MS. LOCURTO: Sure. The criteria - I think you're asking what is the criteria to determine. First and foremost of the criteria, there are three areas where the county attorney's office, we consider going to outside counsel: one, is there a conflict of interest? For some reason we can't represent the defendants. Many times there are multiple defendants and you can't - you want to give each defendant in the county a proper representation, and due to a conflict that would be one reason.

The second reason is there are certain complexities of the litigation that demand time consuming and particular attention that because of the high volume of work that is done in the county attorney's office, each county attorney works with the outside counsel but they can dedicate the resources to - outside counsel can dedicate those resources that in-house may not have the ability to do. But in-house counsel is always partnered with and working with the outside counsel to ensure that the county's policies, interests, and guidance in the litigation is there.

LEGISLATOR JACOBS: But can I ask you?

MS. LOCURTO: Sure.

LEGISLATOR JACOBS: If you hired more DCAs in the office wouldn't that help us to avoid the expenses of the outside counsel?

MS. LOCURTO: Not necessarily. The particular complexity of a particular area of law may require an expertise and the expertise of that law firm and their experience in the courtroom adds to the force of the county attorney's ability to defend or to affirm,

reassert or whatever defenses or legal arguments that we wish to put forth before the court.

LEGISLATOR JACOBS: All right. Thank you.

MS. LOCURTO: You're welcome.

CHAIRWOMAN GONSALVES: Any other questions or comments?

LEGISLATOR NICOLELLO: I do.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: Ms. Locurto, who is on the other side of this case? Who are the attorneys that are hired to sue the county?

MS. LOCURTO: There are several that have been retained by the various school districts, Guercio & Guercio is one, I believe, Harris Beach is another law firm. Harris Beach has multiple firms throughout the State of New York. They have well over two to 300 maybe within their firm's grasp. And that's just two of the firms off the top of my head.

LEGISLATOR NICOLELLO: I understand the point that Legislator Jacob makes, but there are some cases that you would not want to throw a DCA

1 up against multiple law firms with multiple
2 resources. I think you're just creating a losing
3 proposition and I think it's going to cost you
4 more money in the end than whatever you're paying
5 for outside counsel. If you, as an individual,
6 had the ability to do this, you would do it
7 without even thinking about it, as opposed to
8 keeping it in-house.
9 CHAIRWOMAN GONSALVES: Legislator
10 Jacobs.
11 LEGISLATOR JACOBS: Just one follow up.
12 Lisa, I'm sorry, I cut you off because I
13 asked you a question. You gave me two of the
14 three: Conflict of interest, too time consuming,
15 and three would be what?
16 MS. LOCURTO: I'm sorry, Legislator. A
17 combination of both. Sometimes there is a
18 conflict and sometimes it is the complexity.
19 CHAIRWOMAN GONSALVES: Any other
20 comments?
21 (No verbal response.)
22 Any public comment?
23 (No verbal response.)
24 There being none; all those in favor of
25

E-14 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

It's four to three.

I'm going to call the personal services agreement E-15, E-16, E-17, E-18, E-19, E-20, E-21, and E-22. They are all personal services agreements between Nassau County acting on behalf of the Police Department and different towing agencies.

A motion please for all of those items - E-15, 16, 17, 18, 19, 20, 21, and 22. Motion?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne. Kopel and Dunne.

Okay, Lieutenant.

LIEUTENANT STEPHANOFF: Good afternoon. Lieutenant Greg Stephanoff.

E-15 as well as the seven after, E-15 is a personal services contract between Bill's Towing and the Nassau County Police Department to

provide impound services. This is an extension of the current contract that we're using to cover the period until we get the new contracts in place. The new contracts will take effect with the rezoning of the impound zones to separate the Long Island Expressway, as was done in a prior item, separates the LIE and the 135. The new contracts will go forward with those new zones. So this will cover the current zones with the current contracts for just the time period until the new contract takes effect.

CHAIRWOMAN GONSALVES: Legislator Kopel.

LEGISLATOR KOPEL: Good afternoon, Lieutenant.

My question is that these towing services make money from the car owners on each tow; isn't that right?

LIEUTENANT STEPHANOFF: Yes.

LEGISLATOR KOPEL: So why are we required to fund them as well? Would there not be bidders even if we didn’t provide money out of the county money for these services? Did we ever try, in other words, to go out for bid and require them to provide these, perhaps slight

extra services, without charge?

LIEUTENANT STEPHANOFF: These are revenue contracts. We collect for the zones and then, in turn, they collect from the motorists to make the money back.

LEGISLATOR KOPEL: So there is no net cost to the county?

LIEUTENANT STEPHANOFF: The only tows that we pay for, we pay for tows if we impound for evidence, where we need a car for evidence, then we're responsible for the tow.

LEGISLATOR KOPEL: And that's what these fees are for? The money that you're asking us to approve now -

LIEUTENANT STEPHANOFF: Yeah. Some of it is to pay - to pay in the case that we impound the car for our use.

LEGISLATOR KOPEL: What I'm asking you is that could we not require them to - the next RFP, to provide those services without charge because they're getting -

LIEUTENANT STEPHANOFF: They also pay us monthly for each zone that they would have bid on.

LEGISLATOR KOPEL: Okay.

LIEUTENANT STEPHANOFF: So we collect in that respect.

LEGISLATOR KOPEL: Okay.

LIEUTENANT STEPHANOFF: It's an unknown number, what we're going to need for impound for evidence.

LEGISLATOR KOPEL: So they are taking this money into account when they do the bid.

LIEUTENANT STEPHANOFF: Yes.

LEGISLATOR KOPEL: Okay.

CHAIRWOMAN GONSALVES: Does that apply to all of these towing agencies?

LIEUTENANT STEPHANOFF: Yes.

CHAIRWOMAN GONSALVES: Any other comments or questions? Legislator Dunne.

LEGISLATOR DUNNE: Just to let you know, maybe you can let the towing companies know that Legislator Curran and I are working on legislation that will, I believe you do it already, that the tow company is to pick up the glass and debris after an accident when they're going to tow the cars or vehicles anywhere they tow them to. Right now you already have a

practice in place but there is no law stating that it has to be done. There are some non-county tow companies that do this. We're going to provide legislation for that. We're looking at other different things too.

CHAIRWOMAN GONSALVES: I'm going to follow up on that one. The contract that we have with these agencies, is there provision in their contract that they would do such a thing?

LIEUTENANT STEPHANOFF: Yes. We put it in there. They're required to, if there is debris caused by that accident they clear the roadway, they broom the street to clear the glass or whatever debris.

CHAIRWOMAN GONSALVES: If there is an oil spill or gasoline spill they would obligated to -

LIEUTENANT STEPHANOFF: In the case of something like that, maybe a hazmat, oil or something, we have emergency service, the fire department that could come in and assist with that. As far as just debris, if it's broken glass, windshield glass, parts that fell off the car, that's cleared by the tow companies.

CHAIRWOMAN GONSALVES: And it's in their contract?

LIEUTENANT STEPHANOFF: Yes.

CHAIRWOMAN GONSALVES: Okay.

Any other comments or questions?

LEGISLATOR SOLAGES: Yes.

CHAIRWOMAN GONSALVES: Legislator Solages.

LEGISLATOR SOLAGES: Thank you, Presiding Officer. Good afternoon.

LIEUTENANT STEPHANOFF: Good afternoon.

LEGISLATOR SOLAGES: Are vendor evaluation forms provided in the backup here?

LIEUTENANT STEPHANOFF: These are extensions. This was done on an RFP originally with the contract we're currently using. They were evaluated and awarded. This is just a small extension to cover a time period -- we're going to put a new contract for all the zones, I anticipate the next leg session, that will include an RFP and will include the valuations for the new contracts.

LEGISLATOR SOLAGES: Are the vendor evaluation forms required with extensions?

LIEUTENANT STEPHANOFF: No, because we're extending. We're going off the current contract to extend the same terms.

LEGISLATOR SOLAGES: I've been advised that the comptroller specifically requires them for extensions.

CHAIRWOMAN GONSALVES: Lieutenant, these are extensions. Prior to the extension there must have been an evaluation for each of these companies, yes?

LIEUTENANT STEPHANOFF: Yes.

CHAIRWOMAN GONSALVES: And that's also part of our backup?

LIEUTENANT STEPHANOFF: Yeah. It should be in the package, the original contracts.

CHAIRWOMAN GONSALVES: Okay.

LIEUTENANT STEPHANOFF: It wasn't done for the extensions. It was done when the original contract -

CHAIRWOMAN GONSALVES: The original contract, okay.

LEGISLATOR SOLAGES: But as for the extensions no evaluations were performed, just to be clear, is that correct?

CHAIRWOMAN GONSALVES: Not for the extensions.

LEGISLATOR SOLAGES: My question is then how do we know to extend them? I need enough information in order to make this vote on this extension and I don't have that information.

LIEUTENANT STEPHANOFF: Because we're currently - we have RFPs out for a new company. With redesigning the zones, with separating the LIE and the 135, the valuations got delayed. We also had to re-inspect the impound yards for the new companies, and we also had to update the paperwork, so it pushed us past the current contracts, contractors, the tow contractors. So we're just asking for a small extension just to cover that time period.

The ability for us to impound is important, to get cars off the road, to keep traffic moving.

CHAIRWOMAN GONSALVES: Any other comments or questions?

(No verbal response.)

Any public comment?

(No verbal response.)

Remember, I blocked all of these together, so if there are any questions I would say that they're pretty much related to each of these contracts.

LIEUTENANT STEPHANOFF: Yes. They are all identical, except each one is a different company.

CHAIRWOMAN GONSALVES: Okay. That sounds good to me.

All those in favor of E-15, E-16, E-17, E-18, E-19, E-20, 21, 22, signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

So we have four to three. Four to three.

LIEUTENANT STEPHANOFF: Thank you.

CHAIRWOMAN GONSALVES: Thank you, Lieutenant.

The next one is E-23, a personal services agreement between the County of Nassau acting on behalf of the Department of Social Services and EAC Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

MR. RHODES: Brendan Rhodes, Social Services.

This is an amendment to add an additional $16,667 to the EAC Child Support contract. It's adding enhanced vocational services for non-custodial parents paying child support.

CHAIRWOMAN GONSALVES: And while you're up there, I believe you can respond to E-26, another personal services agreement between the County of Nassau acting on behalf of the Nassau County Department of Social Services and Mercyfirst.

I need a motion.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel.

Okay. What can you tell us?

MR. RHODES: This is our 2016 contract with Mercyfirst to provide six beds for non-

secure detention services, which is for the placement of persons in need of supervision in juvenile delinquents placed by family court.

CHAIRWOMAN GONSALVES: Any questions of Mr. Rhodes? Minority Leader Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer.

Let's start with E-23-16. This is a contract with EAC, Education and Assistant Corporation, to provide education employment programs, to provide alternative methods of obtaining child support. I think the program is definitely worthwhile. I just wanted to make sure I get a clearer understanding of the actual process to award the contract.

MR. RHODES: There was an RFP issued for 2015, and EAC was the only vendor who responded to that.

LEGISLATOR ABRAHAMS: Why wouldn't you re-issue the RFP?

MR. RHODES: It was just re-issued in 2015.

LEGISLATOR ABRAHAMS: When was it first issued, I should say?

MR. RHODES: We do it every four or five years. I don't know exactly when but I could find that out for you.

LEGISLATOR ABRAHAMS: I guess four or five years ago it was issued -

MR. RHODES: Just recently in 2015, re-issued an RFP.

LEGISLATOR ABRAHAMS: Can I finish my question?

MR. RHODES: Sorry.

LEGISLATOR ABRAHAMS: Thank you. So four or five years ago it was issued. Do you know how many respondents were at that time?

MR. RHODES: At that time, I don't.

LEGISLATOR ABRAHAMS: Okay. I value the contract. As I said before, with the procurement process here in Nassau County, I'm inclined to vote abstention.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: I just wanted to say that EAC actually provides a number of different services for this county, and they do a fine job. If anyone hasn't had the opportunity

among us to go with them when they do their meals on wheels, you should do it because it really opens your eyes.

LEGISLATOR ABRAHAMS: As I said before, I don't - I've known EAC for quite some time and they provide services in my district. This is not about EAC. This is about the lack of a procurement process. Obviously, I think every single legislator should take light of the fact that we do not have a secure procurement process here in this county; no one could argue that point.

From that standpoint, going forward, until we have that process in place, I'm inclined to vote abstention.

CHAIRWOMAN GONSALVES: There being no other comments; all those in favor of E-23 and E-26 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

So we have four-zero-three for both of

them.

We have two others that we can call together, two other personal services agreement or special counsel contract.

E-24 and E-25, entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West and that was E-24.

E-25 is a contract entered into by Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

Motion, please, for both of them?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel.

Ms. Locurto.

MS. LOCURTO: Yes. E-24 is a contract to - is an amendment to continue services and extend services on the county sewer - contracting sewer operation.

E-25 deals - is another amendment to continue to provide legal services as the county continues to develop and redevelop the hub and Coliseum area.

There are various aspects of which they are - the law firm is working in conjunction with the county attorney's office. Within the hub there has been an RFP as they develop or as the expiration of the Trigen facility contract is coming up, they have been assisting us in finalizing that RFP which was issued this month. They will work with us, ultimately, when the vendor is selected.

With regard to the sewer contract - I'm jumping back to the sewer contract - they are working on several aspects of the continued operator's agreement with the county and the continued development of the sewer system under that operator's agreement; specifically, they are helping us with negotiations with the City of Long Beach regarding possible consolidation of the county's sewers, including the City of Long Beach and other management issues as the operator's agreement continues to go forward.

CHAIRWOMAN GONSALVES: Any questions or comments regarding these two items, E-24, E-25?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-24 and E-25 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Any abstentions?

(No verbal response.)

I guess it's four to three on these two items.

Thank you.

E-27 is a personal services agreement between the Department of Public Works and H2M Architects and Engineers.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel.

We have Mr. Arnold.

MR. ARNOLD: E-27 is a design contract with H2M for the design of a custom bulkhead along the Glen Cove Sewage Treatment Plant. The Glen Cove bulkhead was found to be in poor

condition at its last evaluation, so the firm will be designing it and it will be going out to bid once their design is complete.

H2M was the lowest responsible designer chosen.

CHAIRWOMAN GONSALVES: Any questions or comments for Mr. Arnold? Yes. Kevan Abrahams.

LEGISLATOR ABRAHAMS: Mr. Arnold, on the inter-departmental memo approving the award of this contract, who signs off on it? We just can't make out the name.

MR. ARNOLD: The memo was signed by the commissioner.

LEGISLATOR ABRAHAMS: It's signed by Commissioner Shah? And who?

MR. ARNOLD: Usually Rob Walker authorizes all the -

LEGISLATOR ABRAHAMS: Is that his signature on the inter-departmental memo?

MR. ARNOLD: I would not know for sure.

LEGISLATOR ABRAHAMS: I don't know either. We're trying to get an answer to that.

MR. ARNOLD: I would assume so because on the RTI, the paper that follows it, it's very

similar and he only signs on the RTIs; nobody else in his office signs off on those.

LEGISLATOR ABRAHAMS: Just curious. So the deputy county executive is going to continue to sign off on public works inter-departmental memos going forward, I guess?

MR. ARNOLD: He authorizes anything over $100,000, he's required to authorize.

CHAIRWOMAN GONSALVES: Any other comments or questions regarding this item?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-27 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

Thank you, Mr. Arnold.

The last is E-28, a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Fire Commission and the Nassau County Vocational Education and

Extension Board, better known as VEEB.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

MR. PRIEST: Good afternoon, members. John Priest, Assistant Chief Fire Marshal.

The item before you is the annual contract with VEEB to furnish training through the Nassau County Fire Service Academy to the fire department's 71 volunteer fire departments.

CHAIRWOMAN GONSALVES: Any questions of Mr. Priest on this item?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-28 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

MR. PRIEST: Thank you. Wish you all a

happy New Year and a good year coming up.

CHAIRWOMAN GONSALVES: Thank you, John. Thank you. Thank you very much.

We have one item that we tabled. I need a motion to un-table E-9, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne.

All those in favor of un-tabling E-9 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Who is here to speak on it?

MS. LOCURTO: I am going to speak, Madam Presiding Officer, on behalf of budget. They asked me and authorized me to speak on their behalf.

This is a contract with selected counsel for 18-B, that is a mandate for New York State that services be provided for the indigent, that is those individuals who cannot afford legal counsel on their own. The county can either

provide on their own or they are permitted under the statute to contract. The county is traditionally contracted.

We usually have two selected vendors in the event that there is a contract of interest. The vendor here selected is the Bar Association of Nassau County.

CHAIRWOMAN GONSALVES: Any questions or comments regarding this item?

LEGISLATOR ABRAHAMS: If I may.

CHAIRWOMAN GONSALVES: Yes. Minority Leader Abrahams.

LEGISLATOR ABRAHAMS: Ms. Locurto, just a point of clarification.

MS. LOCURTO: Yes.

LEGISLATOR ABRAHAMS: This particular contract is with the Bar Association. From your standpoint, is there any other entity the county could contract with on this particular service that they provide with regard to 18-B service?

MS. LOCURTO: Actually, in my remarks, the county contracts with two providers - one is the Nassau County Bar Association; the other usually is Legal Aid Society. The reason we do

that is potentially there could be conflicts of interest.

Why the Bar Association and Legal Aid, the Bar Association in particular is such a large entity and reaches out to a vast variety of attorneys in multiple disciplines, so we believe they can provide the services needed because it's not just limited to, for example, family court, contractual, criminal, family, all facets of law where an individual needs counsel but unfortunately cannot afford it on their own and the state has created this statute to provide those services.

LEGISLATOR ABRAHAMS: I guess what I was driving at - outside of Legal Aid and the Bar Association, you don't see too many other entities being able to provide this level of -

MS. LOCURTO: Probably none of that, with that size and specialized areas of law that would be covered.

LEGISLATOR ABRAHAMS: Thank you.

CHAIRWOMAN GONSALVES: Any other comments or questions?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-9 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

I believe that ends the Rules Committee.

Motion to adjourn, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Motion by Legislator Dunne, seconded by Legislator Kopel.

All those in favor of adjourning?

LEGISLATOR ABRAHAMS: If I may, before we adjourn, because I don't think I can speak after we adjourn.

I just want to make sure that the committee knows, and also for our members that are part of the full legislature, I believe we have the answers we need for the two CRPs that were tabled earlier and were not called.

CHAIRWOMAN GONSALVES: I know.

LEGISLATOR ABRAHAMS: I was going to ask respectfully if they are going to be called.

CHAIRWOMAN GONSALVES: Yes.

LEGISLATOR ABRAHAMS: Thank you.

CHAIRWOMAN GONSALVES: That's why I'm adjourning this meeting and going back to the other one.

LEGISLATOR ABRAHAMS: Okay. I just wanted to make sure. I didn't know we were going back to the other one.

CHAIRWOMAN GONSALVES: Yes, we have to.

LEGISLATOR ABRAHAMS: I didn't know we were going to.

CHAIRWOMAN GONSALVES: All those in favor of adjourning?

(Aye.)

We are adjourned.

(Whereupon, the Rules Committee adjourned at 5:16 p.m.)

C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby state:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of February, 2016.

_____

FRANK GRAY

NASSAU COUNTY LEGISLATURE

NORMA GONSALVES,
PRESIDING OFFICER

RULES COMMITTEE

NORMA GONSALVES,
CHAIRWOMAN

1550 Franklin Avenue
Mineola, New York

January 25, 2016
4:26 p.m.

REGAL REPORTING SERVICES
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A P P E A R A N C E S:

NORMA GONSALVES
Chairwoman

RICHARD NICOLELLO
Vice Chairman

DENNIS DUNNE

HOWARD KOPEL

KEVAN ABRAHAMS
Ranking

JUDY JACOBS

CARRIE SOLAGES

WILLIAM J. MULLER, III, Clerk

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BOB MCMANUS 18

BRENDAN RHODES. 22

LISA LOCURTO. 24

GREG STEPHANOFF 32

JOHN PRIEST 50

2 CHAIRWOMAN GONSLAVES: Mr. Muller, would
3 you please call the roll?
4 CLERK MULLER: Legislator Solages?
5 LEGISLATOR SOLAGES: Here.
6 CLERK MULLER: Legislator Jacobs?
7 LEGISLATOR JACOBS: Here.
8 CLERK MULLER: Ranking Member Abrahams?
9 He's here.
10 CLERK MULLER: Legislator Kopel?
11 LEGISLATOR KOPEL: Here.
12 CLERK MULLER: Legislator Dunne?
13 LEGISLATOR DUNNE: Here.
14 CLERK MULLER: Vice Chairman Nicolello?
15 LEGISLATOR NICOLELLO: Here.
16 CLERK MULLER: Chairwoman Gonsalves?
17 CHAIRWOMAN GONSALVES: Present.
18 CLERK MULLER: We have a quorum.
19 CHAIRWOMAN GONSLAVES: Okay. We have a
20 few contracts. I'm going to go through them as
21 quickly as can be. I'll begin with Clerk Item B-
22 2, a resolution authorizing the county executive
23 to award and execute a contract between the

County of Nassau acting on behalf of the Nassau County Department of Public Works and Philip Ross Industries.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne.

And we have Mr. Arnold here.

MR. ARNOLD: B-2-16 is a construction contract, which is Phase 6 of our pump station hardening initiative. These are for pump stations in the Oceanside area. Philip Ross was the lowest responsible bidder.

CHAIRWOMAN GONSALVES: Any questions?

LEGISLATOR ABRAHAMS: Just a comment and it's not directed at Mr. Arnold. I'm sure what he's saying is truth worthy.

As we have said before and will continue to say again, the lack of a procurement process in this county, I truly believe should preclude every legislator from voting in good conscientious on any of the rules contracts that are before us. We're going to continue to ask

the county executive to have a process that all could come to an agreement on, which would basically add more transparency to the procurement process here in Nassau County. Until that day happens, we will continue to abstain from all contracts that do not have some level of confidence, whether it's done through a different office or it's done in a manner with being a sole source or something where the RFP process cannot be tainted.

Thank you.

CHAIRWOMAN GONSALVES: Any public comment regarding this item?

(No verbal response.)

There being none; all those in favor of B-2 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

So it's 4-0-3.

The next group are personal services agreements between the County of Nassau. The

first one, which is E-6 is an agreement between the County of Nassau and Nassau Health Care Corporation.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel.

MS. LAURAIN: Good afternoon. Mary Ellen Laurain, Department of Health.

Item E-6-16 is an amendment to a contract with Nassau Health Care Corporation in the amount of $3,750,000. This is for the mandated public health services, pursuant to New York State Public Health Law.

This contract continues the county's current payments to the Health Care Corporation at a cost of five million annually.

CHAIRWOMAN GONSALVES: Questions or comments?

LEGISLATOR ABRAHAMS: If I may.

CHAIRWOMAN GONSALVES: Go ahead, Minority Leader.

LEGISLATOR ABRAHAMS: This wouldn't

appear to be something that would go through an RFP. It looks like something that was amending a previous contract.

MS. LAURAIN: Yeah. Nassau Health Care Corporation is the preferred vendor.

LEGISLATOR ABRAHAMS: Preferred vendor. Are they the only vendor or the preferred vendor?

MS. LAURAIN: They are the preferred. In 1999, the hospital became a public benefit corporation -

LEGISLATOR ABRAHAMS: I'm aware.

MS. LAURAIN: And pursuant to that, the health centers, which are run by the Health Department, went under the public benefit corporation and with that mandated clinical services such as tuberculosis, HIV, STD, and a few other services went under that public benefit corporation. But because they are mandated public health services, the Health Department must pay for them.

LEGISLATOR ABRAHAMS: That I'm aware of. But has the Health Department ever decided to seek someone else other than the Nassau Health Care Corporation?

MS. LAURAIN: I don't believe we are permitted to do that because the Health Care Corporation and the hospital is a preferred vendor. I believe that's in the Charter or somewhere in the county it's stated that.

LEGISLATOR ABRAHAMS: When the Health Care Corporation was created.

MS. LAURAIN: Yes. I believe that's when it occurred.

LEGISLATOR ABRAHAMS: I see.

MS. LAURAIN: And we've been providing this since 1999.

LEGISLATOR ABRAHAMS: I'm aware.

CHAIRWOMAN GONSALVES: Any other questions or comments?

LEGISLATOR ABRAHAMS: I'm sorry. One last question.

CHAIRWOMAN GONSALVES: Yes.

LEGISLATOR ABRAHAMS: I'm sorry. I apologize, Presiding Officer.

Counsel just reminded me that this is a contract that expired in, it looks like, September 9, 2015. Why would this legislature take up a contract that's already expired?

MS. LAURAIN: It expired - so, from 1999 to 2007 and then 2007 to December 2014. We began -- so there were two amendments in 2015, the first one you heard November 15, you passed that, and that began in December of 2014; there were some delays in the processing at the hospital and they signed it in April. It then went back to the county and there were some coding problems and it was sent back and the disclosure form delayed it even further.

LEGISLATOR ABRAHAMS: So services have already been rendered.

MS. LAURAIN: Services have been rendered because they are mandated by Public Health Law and we require. We have not paid them.

LEGISLATOR ABRAHAMS: I'm not implying they should stop. But what this legislative body or this committee is being treated is is kind of a fait de complete. It's already been done so we might as well pay for it. Am I understanding this correctly?

MS. LAURAIN: We are mandated by Public Health Law to provide these services. We cannot

let people have TB and -

LEGISLATOR ABRAHAMS: That's not the point. The point is this legislature is demanding that this come to us in a timely manner. This should come to us before that happens.

MS. LAURAIN: I do agree with you that it should. Unfortunately, there were delays in the process and there were new forms --

LEGISLATOR ABRAHAMS: But you just described the process in which there are delays all the time.

MS. LAURAIN: I didn’t -

LEGISLATOR ABRAHAMS: You said that we voted for this late.

MS. LAURAIN: Because there were two parts to the five million agreement. We were going to do it in quarterly installments. We didn't feel that was necessary. This contract could not proceed until the first amendment was approved, and that was the amendment that was delayed. This contract that you're seeing didn't start until December '15 because the first amendment was delayed. Once this is approved, we

will start the full year of 2016.

LEGISLATOR ABRAHAMS: I understand your points. Again, I'm very uncomfortable with voting for a contract that's expired. All these services are extremely important. I just would like to think the Health Department would treat it with the same importance by getting it to this legislative body in a timely manner.

MS. LAURAIN: We absolutely had all intentions. We began the process over a year ago. Unfortunately, as I said, there were delays in processing some of the papers and new forms were needed, such as the disclosure form, so it delayed the process.

LEGISLATOR ABRAHAMS: The disclosure form that the county executive has implemented.

MS. LAURAIN: That was, I believe, in June.

LEGISLATOR ABRAHAMS: That form created -

MS. LAURAIN: I believe in June.

LEGISLATOR ABRAHAMS: That one form created the discrepancy of -

MS. LAURAIN: No. There was an initial

delay of a few months. There were many changes going on in health care and state and federal reimbursement. I could tell you though that this must be provided and would jeopardize our state aid package, which is millions of dollars.

LEGISLATOR ABRAHAMS: Okay. Thank you.

CHAIRWOMAN GONSALVES: Any other comments or questions?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-6-16 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Any abstentions?

(No verbal response.)

It's six to one.

E-10, a resolution authorizing the county executive to execute an amendment to a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Department of Health and Sivic Solutions Group, LLC.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

MS. LAURAIN: Mary Ellen Laurain, Department of Health.

Item E-10-16 is an amendment to a contact with Sivic Solutions Group in the amount of $23,111. We are required to do this. This is for Medicaid reimbursement for preschool special education services. The contractor identifies Medicaid eligible children.

CHAIRWOMAN GONSALVES: Any questions or comments for Mary Ellen Laurain? Legislator Jacobs.

LEGISLATOR JACOBS: Mary Ellen, I just want to ask you a question. I hope I'm in the right place. This is E-10, right?

MS. LAURAIN: Yes.

LEGISLATOR JACOBS: I'm sorry. I was looking at the wrong thing. I apologize.

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none; all those in favor of E-10 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

LEGISLATOR JACOBS: A question. Considering that this is a commission-based compensation, did the contractor increase Medicaid reimbursement for Nassau County also?

MS. LAURAIN: No. The contractor determined more children who are eligible. That's the reason why the amendment.

LEGISLATOR JACOBS: Okay. Good answer.

MS. LAURAIN: I think this is the third amendment. It's not uncommon. It's very labor intensive. As they collect information and services -

LEGISLATOR JACOBS: Special needs.

MS. LAURAIN: Yes. Pre-school.

LEGISLATOR JACOBS: Thank you.

CHAIRWOMAN GONSALVES: Any public comment?

LEGISLATOR ABRAHAMS: I'm sorry. Can

you hold on a second?

CHAIRWOMAN GONSALVES: I did ask if there was any public comment.

There being none; all those in favor of E-10 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

(5-0-2)

Thank you, Mary Ellen.

The next contract is E-7, a personal services agreement, acting on behalf of the Nassau County Police Department and Safe Center.

I'm going to see if there is another one for the police department so I can put them together here.

Okay, Lieutenant. I got that right, right?

LIEUTENANT STEPHANOFF: Yes, thank you.

CHAIRWOMAN GONSALVES: E-7, what can you tell us?

LIEUTENANT STEPHANOFF: E-7 is a personal services agreement between Safe Center and the Nassau County Police Department. Safe

Center is formerly known as the Nassau County Coalition against Domestic Violence. They are going to offer support services with regard to domestic violence, sexual abuse, and child abuse.

The contractor will assist the department in its goal of the prevention of abuse by providing a 24-helpline to access information, development and dissemination of education materials, outreach, and counseling, and referrals.

CHAIRWOMAN GONSALVES: I don't believe I took a motion.

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: moved by Legislator Nicolello, seconded by Legislator Dunne.

You already gave us your description of the item.

Any comments or questions from the legislators regarding Safe Center and the Police Department?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-7 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(No verbal response.)

Okay.

E-8, a personal services agreement between the county district attorney and EAC Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

Who do we have here?

MR. MCMANUS: Bob McManus, District Attorney's Office.

CHAIRWOMAN GONSALVES: Yes, Bob.

MR. MCMANUS: This item is an amendment to an existing agreement with EAC Incorporated to increase the budget by approximately $42,000 to

add a re-entry case manager and conflict resolution training.

EAC Incorporated has been a partner with the district attorney's office for program for formerly incarcerated individuals who are returning to the community. Our relationship with EAC goes back many years and our partnership with them was established due to their history of providing services to at-risk populations and their proven track record in the development and implementation of mediation and conflict resolution services.

LEGISLATOR SOLAGES: I have a question.

CHAIRWOMAN GONSALVES: Funding for this project?

MR. MCMANUS: Civil forfeiture funds.

CHAIRWOMAN GONSALVES: Legislator Solages.

LEGISLATOR SOLAGES: Thank you, Presiding Officer. Good afternoon.

MR. MCMANUS: Good afternoon.

LEGISLATOR SOLAGES: I just want to be clear. The procurement process with this was done with the district attorney's office,

correct?

MR. MCMANUS: That's correct. There was no outside influence or third-party involvement.

LEGISLATOR SOLAGES: Okay. So it wasn't like that Abtec situation?

MR. MCMANUS: No, sir.

LEGISLATOR SOLAGES: Okay. Good. Thank you.

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none; all those in favor of E-8 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

MR. MCMANUS: Thank you.

CHAIRWOMAN GONSALVES: E-9, a personal services agreement between OMB, Office of Management and Budget, and the Nassau County Bar Association Assigned Counsel Defender Plan.

Motion, please?

LEGISLATOR NICOLELLO: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Nicolello, seconded by Legislator Kopel.

Who is here to speak on this item? Anyone?

(No verbal response.)

Okay. Guess what? Motion to table? Motion to table?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

All those in favor of tabling E-9 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

This is tabled. We have one week. Hopefully they're going to come.

We're going to E-11, another personal services agreement between the Department of Social Services and Family Focus Adoption

Services.

Motion, please?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne.

Okay.

MR. RHODES: Brendan Rhodes, Social Services.

This is the 2016 renewal of the Family Focus Adoption Placement contract. The vendor provides adoption services for children in the care of DSS. Such services include pre-placement planning, recruitment, evaluation, and counseling.

CHAIRWOMAN GONSALVES: Any questions or comments regarding this item?

(No verbal response.)

Any questions or comments?

LEGISLATOR ABRAHAMS: Just a quick question.

CHAIRWOMAN GONSALVES: Yes. Minority Leader Abrahams.

LEGISLATOR ABRAHAMS: I just wanted to

make sure we verified the budget increase from year to year. It looks like it's going up from $24,840 to - I'm sorry - 82 to 109.

MR. RHODES: Yes, the budget did go up. The vendor is providing more services to more families.

LEGISLATOR ABRAHAMS: So there are more services being provided?

MR. RHODES: Yes.

LEGISLATOR ABRAHAMS: Okay. Thank you.

CHAIRWOMAN GONSALVES: Any public comment?

(No verbal response.)

There being none; all those in favor of E-11 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstention?

(No verbal response.)

The item passes unanimously.

E-12, a special counsel contract entered into by the Nassau County Attorney and Vecchione, Vecchione & Connors, LLP.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel.

Okay. Lisa.

MS. LOCURTO: Good afternoon. This is a special counsel contract amendment to continue to provide legal services by the law firm in the defense of worker compensation claims. The contract term is only being extended until April 2016. There is currently a new RFP out for legal services and that vendor or law firm will be selected before this extension expires.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: I just want to ask you or just comment. This area of law is very specialized, right? There's only a number of law firms that practice worker's compensation.

MS. LOCURTO: Correct. And the nature of going before the New York State Board, the complexity of the law, it provides great assistance to not only the county attorney's

office but all of the county agencies that go before the Board.

LEGISLATOR NICOLELLO: Thank you.

CHAIRWOMAN GONSALVES: Any other comments or questions? Minority Leader Kevan.

LEGISLATOR ABRAHAMS: Ms. Locurto, based on the question I just heard, you said that this is very specialized. When it was first issued, this contract - or this law firm, there were actually three respondents. I don't know if you're familiar with that. This goes back over almost a decade.

MS. LOCURTO: Correct.

LEGISLATOR ABRAHAMS: It seems to me that this could benefit from the possibility of different people being able to do it rather than continue to renew the contract with the same firm year after year.

MS. LOCURTO: Correct. And that is the -- originally, there was an RFP in 2006, the contract lasted for three years. It had been extended for a period of time. But a new RFP is, as I spoke earlier before, is out and we are looking at other firms as well.

LEGISLATOR ABRAHAMS: We'll definitely consider it at a higher level when that time comes. I would think -

Also, I mean, wasn't there a time when this was done with county attorney staff?

MS. LOCURTO: That was several years ago. I think it was determined in 2004 by the prior administration that the administration of the worker's compensation claims, as well as providing the legal services was better served by coupling with a third-party administrator and legal services. The result has been, as you indicated, for the past decade there seems to have been substantial savings to the county because worker's compensation claims are handled and paid on time, which results in a savings to the county.

For those reasons, it's been determined that we're going to continue to use the third-party administrator as well as seeking the assistance of special counsel.

LEGISLATOR ABRAHAMS: Thank you.

MS. LOCURTO: You're welcome.

CHAIRWOMAN GONSALVES: Any public

comment?

(No verbal response.)

There being none; all those in favor of E-12 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Four-three.

The next one is E-14, a special counsel contract entered into by Nassau County Attorney and Wilson Elser Moskowitz Edelman & Dicker LLP.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

Okay. Lisa.

MS. LOCURTO: This is another contract amendment to defend the charges for county legislation permitting certain not-for-profits to contribute and pay for their sewer chargers. Several not-for-profits - school districts, hospitals - sued the county against the

implementation of it. We are currently litigating that now. The purpose of this amendment will determine the continuing litigation for this matter.

CHAIRWOMAN GONSALVES: Any questions or comments? Legislator Jacobs.

LEGISLATOR JACOBS: Yes. Hi. Lisa, I want to know something.

I'm wondering if you could state on the record what's involved in these cases that requires the county to use outside counsel and not have it in-house. It's been my pet peeve for years.

MS. LOCURTO: Sure. The criteria - I think you're asking what is the criteria to determine. First and foremost of the criteria, there are three areas where the county attorney's office, we consider going to outside counsel: one, is there a conflict of interest? For some reason we can't represent the defendants. Many times there are multiple defendants and you can't - you want to give each defendant in the county a proper representation, and due to a conflict that would be one reason.

The second reason is there are certain complexities of the litigation that demand time consuming and particular attention that because of the high volume of work that is done in the county attorney's office, each county attorney works with the outside counsel but they can dedicate the resources to - outside counsel can dedicate those resources that in-house may not have the ability to do. But in-house counsel is always partnered with and working with the outside counsel to ensure that the county's policies, interests, and guidance in the litigation is there.

LEGISLATOR JACOBS: But can I ask you?

MS. LOCURTO: Sure.

LEGISLATOR JACOBS: If you hired more DCAs in the office wouldn't that help us to avoid the expenses of the outside counsel?

MS. LOCURTO: Not necessarily. The particular complexity of a particular area of law may require an expertise and the expertise of that law firm and their experience in the courtroom adds to the force of the county attorney's ability to defend or to affirm,

reassert or whatever defenses or legal arguments that we wish to put forth before the court.

LEGISLATOR JACOBS: All right. Thank you.

MS. LOCURTO: You're welcome.

CHAIRWOMAN GONSALVES: Any other questions or comments?

LEGISLATOR NICOLELLO: I do.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: Ms. Locurto, who is on the other side of this case? Who are the attorneys that are hired to sue the county?

MS. LOCURTO: There are several that have been retained by the various school districts, Guercio & Guercio is one, I believe, Harris Beach is another law firm. Harris Beach has multiple firms throughout the State of New York. They have well over two to 300 maybe within their firm's grasp. And that's just two of the firms off the top of my head.

LEGISLATOR NICOLELLO: I understand the point that Legislator Jacob makes, but there are some cases that you would not want to throw a DCA

1 up against multiple law firms with multiple
2 resources. I think you're just creating a losing
3 proposition and I think it's going to cost you
4 more money in the end than whatever you're paying
5 for outside counsel. If you, as an individual,
6 had the ability to do this, you would do it
7 without even thinking about it, as opposed to
8 keeping it in-house.
9 CHAIRWOMAN GONSALVES: Legislator
10 Jacobs.
11 LEGISLATOR JACOBS: Just one follow up.
12 Lisa, I'm sorry, I cut you off because I
13 asked you a question. You gave me two of the
14 three: Conflict of interest, too time consuming,
15 and three would be what?
16 MS. LOCURTO: I'm sorry, Legislator. A
17 combination of both. Sometimes there is a
18 conflict and sometimes it is the complexity.
19 CHAIRWOMAN GONSALVES: Any other
20 comments?
21 (No verbal response.)
22 Any public comment?
23 (No verbal response.)
24 There being none; all those in favor of
25

E-14 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

It's four to three.

I'm going to call the personal services agreement E-15, E-16, E-17, E-18, E-19, E-20, E-21, and E-22. They are all personal services agreements between Nassau County acting on behalf of the Police Department and different towing agencies.

A motion please for all of those items - E-15, 16, 17, 18, 19, 20, 21, and 22. Motion?

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne. Kopel and Dunne.

Okay, Lieutenant.

LIEUTENANT STEPHANOFF: Good afternoon. Lieutenant Greg Stephanoff.

E-15 as well as the seven after, E-15 is a personal services contract between Bill's Towing and the Nassau County Police Department to

provide impound services. This is an extension of the current contract that we're using to cover the period until we get the new contracts in place. The new contracts will take effect with the rezoning of the impound zones to separate the Long Island Expressway, as was done in a prior item, separates the LIE and the 135. The new contracts will go forward with those new zones. So this will cover the current zones with the current contracts for just the time period until the new contract takes effect.

CHAIRWOMAN GONSALVES: Legislator Kopel.

LEGISLATOR KOPEL: Good afternoon, Lieutenant.

My question is that these towing services make money from the car owners on each tow; isn't that right?

LIEUTENANT STEPHANOFF: Yes.

LEGISLATOR KOPEL: So why are we required to fund them as well? Would there not be bidders even if we didn’t provide money out of the county money for these services? Did we ever try, in other words, to go out for bid and require them to provide these, perhaps slight

extra services, without charge?

LIEUTENANT STEPHANOFF: These are revenue contracts. We collect for the zones and then, in turn, they collect from the motorists to make the money back.

LEGISLATOR KOPEL: So there is no net cost to the county?

LIEUTENANT STEPHANOFF: The only tows that we pay for, we pay for tows if we impound for evidence, where we need a car for evidence, then we're responsible for the tow.

LEGISLATOR KOPEL: And that's what these fees are for? The money that you're asking us to approve now -

LIEUTENANT STEPHANOFF: Yeah. Some of it is to pay - to pay in the case that we impound the car for our use.

LEGISLATOR KOPEL: What I'm asking you is that could we not require them to - the next RFP, to provide those services without charge because they're getting -

LIEUTENANT STEPHANOFF: They also pay us monthly for each zone that they would have bid on.

LEGISLATOR KOPEL: Okay.

LIEUTENANT STEPHANOFF: So we collect in that respect.

LEGISLATOR KOPEL: Okay.

LIEUTENANT STEPHANOFF: It's an unknown number, what we're going to need for impound for evidence.

LEGISLATOR KOPEL: So they are taking this money into account when they do the bid.

LIEUTENANT STEPHANOFF: Yes.

LEGISLATOR KOPEL: Okay.

CHAIRWOMAN GONSALVES: Does that apply to all of these towing agencies?

LIEUTENANT STEPHANOFF: Yes.

CHAIRWOMAN GONSALVES: Any other comments or questions? Legislator Dunne.

LEGISLATOR DUNNE: Just to let you know, maybe you can let the towing companies know that Legislator Curran and I are working on legislation that will, I believe you do it already, that the tow company is to pick up the glass and debris after an accident when they're going to tow the cars or vehicles anywhere they tow them to. Right now you already have a

practice in place but there is no law stating that it has to be done. There are some non-county tow companies that do this. We're going to provide legislation for that. We're looking at other different things too.

CHAIRWOMAN GONSALVES: I'm going to follow up on that one. The contract that we have with these agencies, is there provision in their contract that they would do such a thing?

LIEUTENANT STEPHANOFF: Yes. We put it in there. They're required to, if there is debris caused by that accident they clear the roadway, they broom the street to clear the glass or whatever debris.

CHAIRWOMAN GONSALVES: If there is an oil spill or gasoline spill they would obligated to -

LIEUTENANT STEPHANOFF: In the case of something like that, maybe a hazmat, oil or something, we have emergency service, the fire department that could come in and assist with that. As far as just debris, if it's broken glass, windshield glass, parts that fell off the car, that's cleared by the tow companies.

CHAIRWOMAN GONSALVES: And it's in their contract?

LIEUTENANT STEPHANOFF: Yes.

CHAIRWOMAN GONSALVES: Okay.

Any other comments or questions?

LEGISLATOR SOLAGES: Yes.

CHAIRWOMAN GONSALVES: Legislator Solages.

LEGISLATOR SOLAGES: Thank you, Presiding Officer. Good afternoon.

LIEUTENANT STEPHANOFF: Good afternoon.

LEGISLATOR SOLAGES: Are vendor evaluation forms provided in the backup here?

LIEUTENANT STEPHANOFF: These are extensions. This was done on an RFP originally with the contract we're currently using. They were evaluated and awarded. This is just a small extension to cover a time period -- we're going to put a new contract for all the zones, I anticipate the next leg session, that will include an RFP and will include the valuations for the new contracts.

LEGISLATOR SOLAGES: Are the vendor evaluation forms required with extensions?

LIEUTENANT STEPHANOFF: No, because we're extending. We're going off the current contract to extend the same terms.

LEGISLATOR SOLAGES: I've been advised that the comptroller specifically requires them for extensions.

CHAIRWOMAN GONSALVES: Lieutenant, these are extensions. Prior to the extension there must have been an evaluation for each of these companies, yes?

LIEUTENANT STEPHANOFF: Yes.

CHAIRWOMAN GONSALVES: And that's also part of our backup?

LIEUTENANT STEPHANOFF: Yeah. It should be in the package, the original contracts.

CHAIRWOMAN GONSALVES: Okay.

LIEUTENANT STEPHANOFF: It wasn't done for the extensions. It was done when the original contract -

CHAIRWOMAN GONSALVES: The original contract, okay.

LEGISLATOR SOLAGES: But as for the extensions no evaluations were performed, just to be clear, is that correct?

CHAIRWOMAN GONSALVES: Not for the extensions.

LEGISLATOR SOLAGES: My question is then how do we know to extend them? I need enough information in order to make this vote on this extension and I don't have that information.

LIEUTENANT STEPHANOFF: Because we're currently - we have RFPs out for a new company. With redesigning the zones, with separating the LIE and the 135, the valuations got delayed. We also had to re-inspect the impound yards for the new companies, and we also had to update the paperwork, so it pushed us past the current contracts, contractors, the tow contractors. So we're just asking for a small extension just to cover that time period.

The ability for us to impound is important, to get cars off the road, to keep traffic moving.

CHAIRWOMAN GONSALVES: Any other comments or questions?

(No verbal response.)

Any public comment?

(No verbal response.)

Remember, I blocked all of these together, so if there are any questions I would say that they're pretty much related to each of these contracts.

LIEUTENANT STEPHANOFF: Yes. They are all identical, except each one is a different company.

CHAIRWOMAN GONSALVES: Okay. That sounds good to me.

All those in favor of E-15, E-16, E-17, E-18, E-19, E-20, 21, 22, signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

So we have four to three. Four to three.

LIEUTENANT STEPHANOFF: Thank you.

CHAIRWOMAN GONSALVES: Thank you, Lieutenant.

The next one is E-23, a personal services agreement between the County of Nassau acting on behalf of the Department of Social Services and EAC Inc.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

MR. RHODES: Brendan Rhodes, Social Services.

This is an amendment to add an additional $16,667 to the EAC Child Support contract. It's adding enhanced vocational services for non-custodial parents paying child support.

CHAIRWOMAN GONSALVES: And while you're up there, I believe you can respond to E-26, another personal services agreement between the County of Nassau acting on behalf of the Nassau County Department of Social Services and Mercyfirst.

I need a motion.

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel.

Okay. What can you tell us?

MR. RHODES: This is our 2016 contract with Mercyfirst to provide six beds for non-

secure detention services, which is for the placement of persons in need of supervision in juvenile delinquents placed by family court.

CHAIRWOMAN GONSALVES: Any questions of Mr. Rhodes? Minority Leader Abrahams.

LEGISLATOR ABRAHAMS: Thank you, Madam Presiding Officer.

Let's start with E-23-16. This is a contract with EAC, Education and Assistant Corporation, to provide education employment programs, to provide alternative methods of obtaining child support. I think the program is definitely worthwhile. I just wanted to make sure I get a clearer understanding of the actual process to award the contract.

MR. RHODES: There was an RFP issued for 2015, and EAC was the only vendor who responded to that.

LEGISLATOR ABRAHAMS: Why wouldn't you re-issue the RFP?

MR. RHODES: It was just re-issued in 2015.

LEGISLATOR ABRAHAMS: When was it first issued, I should say?

MR. RHODES: We do it every four or five years. I don't know exactly when but I could find that out for you.

LEGISLATOR ABRAHAMS: I guess four or five years ago it was issued -

MR. RHODES: Just recently in 2015, re-issued an RFP.

LEGISLATOR ABRAHAMS: Can I finish my question?

MR. RHODES: Sorry.

LEGISLATOR ABRAHAMS: Thank you. So four or five years ago it was issued. Do you know how many respondents were at that time?

MR. RHODES: At that time, I don't.

LEGISLATOR ABRAHAMS: Okay. I value the contract. As I said before, with the procurement process here in Nassau County, I'm inclined to vote abstention.

CHAIRWOMAN GONSALVES: Legislator Nicolello.

LEGISLATOR NICOLELLO: I just wanted to say that EAC actually provides a number of different services for this county, and they do a fine job. If anyone hasn't had the opportunity

among us to go with them when they do their meals on wheels, you should do it because it really opens your eyes.

LEGISLATOR ABRAHAMS: As I said before, I don't - I've known EAC for quite some time and they provide services in my district. This is not about EAC. This is about the lack of a procurement process. Obviously, I think every single legislator should take light of the fact that we do not have a secure procurement process here in this county; no one could argue that point.

From that standpoint, going forward, until we have that process in place, I'm inclined to vote abstention.

CHAIRWOMAN GONSALVES: There being no other comments; all those in favor of E-23 and E-26 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Any abstentions?

(Abstain.)

So we have four-zero-three for both of

them.

We have two others that we can call together, two other personal services agreement or special counsel contract.

E-24 and E-25, entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West and that was E-24.

E-25 is a contract entered into by Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

Motion, please, for both of them?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel.

Ms. Locurto.

MS. LOCURTO: Yes. E-24 is a contract to - is an amendment to continue services and extend services on the county sewer - contracting sewer operation.

E-25 deals - is another amendment to continue to provide legal services as the county continues to develop and redevelop the hub and Coliseum area.

There are various aspects of which they are - the law firm is working in conjunction with the county attorney's office. Within the hub there has been an RFP as they develop or as the expiration of the Trigen facility contract is coming up, they have been assisting us in finalizing that RFP which was issued this month. They will work with us, ultimately, when the vendor is selected.

With regard to the sewer contract - I'm jumping back to the sewer contract - they are working on several aspects of the continued operator's agreement with the county and the continued development of the sewer system under that operator's agreement; specifically, they are helping us with negotiations with the City of Long Beach regarding possible consolidation of the county's sewers, including the City of Long Beach and other management issues as the operator's agreement continues to go forward.

CHAIRWOMAN GONSALVES: Any questions or comments regarding these two items, E-24, E-25?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-24 and E-25 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

Any abstentions?

(No verbal response.)

I guess it's four to three on these two items.

Thank you.

E-27 is a personal services agreement between the Department of Public Works and H2M Architects and Engineers.

Motion, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Kopel.

We have Mr. Arnold.

MR. ARNOLD: E-27 is a design contract with H2M for the design of a custom bulkhead along the Glen Cove Sewage Treatment Plant. The Glen Cove bulkhead was found to be in poor

condition at its last evaluation, so the firm will be designing it and it will be going out to bid once their design is complete.

H2M was the lowest responsible designer chosen.

CHAIRWOMAN GONSALVES: Any questions or comments for Mr. Arnold? Yes. Kevan Abrahams.

LEGISLATOR ABRAHAMS: Mr. Arnold, on the inter-departmental memo approving the award of this contract, who signs off on it? We just can't make out the name.

MR. ARNOLD: The memo was signed by the commissioner.

LEGISLATOR ABRAHAMS: It's signed by Commissioner Shah? And who?

MR. ARNOLD: Usually Rob Walker authorizes all the -

LEGISLATOR ABRAHAMS: Is that his signature on the inter-departmental memo?

MR. ARNOLD: I would not know for sure.

LEGISLATOR ABRAHAMS: I don't know either. We're trying to get an answer to that.

MR. ARNOLD: I would assume so because on the RTI, the paper that follows it, it's very

similar and he only signs on the RTIs; nobody else in his office signs off on those.

LEGISLATOR ABRAHAMS: Just curious. So the deputy county executive is going to continue to sign off on public works inter-departmental memos going forward, I guess?

MR. ARNOLD: He authorizes anything over $100,000, he's required to authorize.

CHAIRWOMAN GONSALVES: Any other comments or questions regarding this item?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-27 signify by saying aye.

(Aye.)

Any opposed?

(Nay.)

The item passes four to three.

Thank you, Mr. Arnold.

The last is E-28, a personal services agreement between the County of Nassau, acting on behalf of the Nassau County Fire Commission and the Nassau County Vocational Education and

Extension Board, better known as VEEB.

LEGISLATOR DUNNE: So moved.

LEGISLATOR NICOLELLO: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Dunne, seconded by Legislator Nicolello.

MR. PRIEST: Good afternoon, members. John Priest, Assistant Chief Fire Marshal.

The item before you is the annual contract with VEEB to furnish training through the Nassau County Fire Service Academy to the fire department's 71 volunteer fire departments.

CHAIRWOMAN GONSALVES: Any questions of Mr. Priest on this item?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-28 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

MR. PRIEST: Thank you. Wish you all a

happy New Year and a good year coming up.

CHAIRWOMAN GONSALVES: Thank you, John. Thank you. Thank you very much.

We have one item that we tabled. I need a motion to un-table E-9, please.

LEGISLATOR KOPEL: So moved.

LEGISLATOR DUNNE: Second.

CHAIRWOMAN GONSALVES: Moved by Legislator Kopel, seconded by Legislator Dunne.

All those in favor of un-tabling E-9 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

Who is here to speak on it?

MS. LOCURTO: I am going to speak, Madam Presiding Officer, on behalf of budget. They asked me and authorized me to speak on their behalf.

This is a contract with selected counsel for 18-B, that is a mandate for New York State that services be provided for the indigent, that is those individuals who cannot afford legal counsel on their own. The county can either

provide on their own or they are permitted under the statute to contract. The county is traditionally contracted.

We usually have two selected vendors in the event that there is a contract of interest. The vendor here selected is the Bar Association of Nassau County.

CHAIRWOMAN GONSALVES: Any questions or comments regarding this item?

LEGISLATOR ABRAHAMS: If I may.

CHAIRWOMAN GONSALVES: Yes. Minority Leader Abrahams.

LEGISLATOR ABRAHAMS: Ms. Locurto, just a point of clarification.

MS. LOCURTO: Yes.

LEGISLATOR ABRAHAMS: This particular contract is with the Bar Association. From your standpoint, is there any other entity the county could contract with on this particular service that they provide with regard to 18-B service?

MS. LOCURTO: Actually, in my remarks, the county contracts with two providers - one is the Nassau County Bar Association; the other usually is Legal Aid Society. The reason we do

that is potentially there could be conflicts of interest.

Why the Bar Association and Legal Aid, the Bar Association in particular is such a large entity and reaches out to a vast variety of attorneys in multiple disciplines, so we believe they can provide the services needed because it's not just limited to, for example, family court, contractual, criminal, family, all facets of law where an individual needs counsel but unfortunately cannot afford it on their own and the state has created this statute to provide those services.

LEGISLATOR ABRAHAMS: I guess what I was driving at - outside of Legal Aid and the Bar Association, you don't see too many other entities being able to provide this level of -

MS. LOCURTO: Probably none of that, with that size and specialized areas of law that would be covered.

LEGISLATOR ABRAHAMS: Thank you.

CHAIRWOMAN GONSALVES: Any other comments or questions?

(No verbal response.)

Any public comment?

(No verbal response.)

There being none; all those in favor of E-9 signify by saying aye.

(Aye.)

Any opposed?

(No verbal response.)

The item passes unanimously.

I believe that ends the Rules Committee.

Motion to adjourn, please?

LEGISLATOR DUNNE: So moved.

LEGISLATOR KOPEL: Second.

CHAIRWOMAN GONSALVES: Motion by Legislator Dunne, seconded by Legislator Kopel.

All those in favor of adjourning?

LEGISLATOR ABRAHAMS: If I may, before we adjourn, because I don't think I can speak after we adjourn.

I just want to make sure that the committee knows, and also for our members that are part of the full legislature, I believe we have the answers we need for the two CRPs that were tabled earlier and were not called.

CHAIRWOMAN GONSALVES: I know.

LEGISLATOR ABRAHAMS: I was going to ask respectfully if they are going to be called.

CHAIRWOMAN GONSALVES: Yes.

LEGISLATOR ABRAHAMS: Thank you.

CHAIRWOMAN GONSALVES: That's why I'm adjourning this meeting and going back to the other one.

LEGISLATOR ABRAHAMS: Okay. I just wanted to make sure. I didn't know we were going back to the other one.

CHAIRWOMAN GONSALVES: Yes, we have to.

LEGISLATOR ABRAHAMS: I didn't know we were going to.

CHAIRWOMAN GONSALVES: All those in favor of adjourning?

(Aye.)

We are adjourned.

(Whereupon, the Rules Committee adjourned at 5:16 p.m.)

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C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby state:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of February, 2016.

_____

FRANK GRAY

Contract ID#: CQPD10000008

Department: POLICE

E-20-16

Contract Details

SERVICE: County Impound & Towing R20

NIFS ID #CLPD150000 22 NIFS Entry Date 9/18/15 Term: **FROM**: 9-01-15 **TO**: 1-15-16

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☒
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name North Shore Auto & Towing	Vendor ID# 112922018
Address 265 East Shore Road Manhasset, New York 11030	Contact Person Randy Balterman EMAIL: [redacted] Phone (516) 482-2500

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☐		
	OMB	*NIFS Approval* *(Contractor Registered)*	9/18/15		Yes ☒ No ☐ Not required if blanket resolution
10/1/15	County Attorney	*CA RE & Insurance Verification*	☑ 10/1/15		
10/2/15	County Attorney	*CA Approval as to form*	☑		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐ 1/8/16	Concetta A. Petrucci	
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☐		
1/8/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 1/8/16		

RECEIVED
MASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 P 3:25

PR5254 (1/06)

Contract ID#: CQPD10000008 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 3	$7,250.00 per annum
Zone 6	$32,900.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	**1143**
Object: DE	**500**
Transaction:	**107**

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 5,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$5,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 5,000
2		$
3		$
4	J. Amato 10/4/15	$
5		$
6		$
	TOTAL	$ 5,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant **Date** 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/8/16
Date	Date	*(For Office Use Only)* **E #:**

PR5254 (1/06)

E-20-16

RULES RESOLUTION NO. 20- 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND NORTH SHORE AUTO AND TOWING

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with North Shore Auto and Towing for towing and impound related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with North Shore Auto and Towing

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) North Shore Auto & Towing, having its principal office at 265 East Shore Road, Manhasset, New York 11030 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000008** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from May 1, 2010 through April 30, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

Aug. 26. 2015.

CHULYOUNG KIM
Notary Public, State of New York
No. 01KI6151172
Qualified in Nassau County
Commission Expires Aug 14, 2018

North Shore Auto & Towing

By: _____
Name: Scott Balteeman.
Title: Pres
Date: 8-26-15

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 26th day of August in the year 2015 before me personally came Scott R Bauerman 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 the Pres. of N.S. Auto Towing, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

CHULYOUNG KIM
Notary Public, State of New York
No. 01KI6151172
Qualified in Nassau County
Commission Expires Aug 14, 2018

NOTARY PUBLIC

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

On the 10th day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CHULYOUNG KIM
Notary Public, State of New York
No. 01KI6151172
Qualified in Nassau County
Commission Expires Aug 14, 2018

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: North Shore Auto and Towing

CONTRACTOR ADDRESS: 265 East Shore Road
Manhasset, New York 11030

FEDERAL TAX ID #: 11-2922018

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, **CQPD10-000008,** was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
National Insurance Brokerage of New York, Inc.
175 Oval Drive

Islandia NY 11749

CONTACT NAME: Patricia Hanley
PHONE (A/C, No, Ext): (631)273-4242 FAX (A/C, No): (631)273-8990
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Merchants Mutual Insurance Co	[redacted]
INSURER B: Republic Franklin Ins Co	[redacted]
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
North Shore Auto & Towing Inc
265 East Shore Road

Manhasset NY 11030-2923

COVERAGES CERTIFICATE NUMBER:CL1532417463 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			[redacted] $575,000 Direct Primary w/ $500 Deductible	2/15/2015	2/15/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Mechanics Professional	$ 1,000,000 $ 300,000 $ 15,000 $ $ 3,000,000 $ 2,000,000 $ Included
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS			[redacted] On Hook Coverage $50,000	12/27/2014	12/27/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	5/1/2015	5/1/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as additional insured A.T.I.M.A with respect to General Liability as required by written contract/written agreement per the policy terms, conditions and exclusions. 15 days notice provided for cancellation due to non-payment of premium and 30 days for any other reason.

CERTIFICATE HOLDER

County of Nassau and
Nassau County Police Department
Attn: John Barry
1490 Franklin Avenue
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Frank Cormio/PATTY

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Capitol Indemnity Corporation
1600 Aspen Commons, Middleton, WI 53562

CONTINUATION CERTIFICATE

Capitol Indemnity Corporation (hereinafter called the Company) hereby continues in force its Bond No.**60099983** in the sum of **Thirteen Thousand Four Hundred & No/100** Dollars (**$13,400.00**), on behalf of **North Shore Auto & Towing, Inc., 265 East Shore Rd, Manhasset, NY 11030-2902,** in favor of **Nassau County, 1550 Franklin Ave, Mineola, NY 11501** for the (extended) term beginning on the **1st** day of **September**, **2015** and ending on the **15th** day of **January**, **2016**, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of **Thirteen Thousand Four Hundred & No/100** Dollars (**$13,400.00**).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this **25th of August, 2015**.

Capitol Indemnity Corporation

Attest Dianne Ammermann
Dianne Ammermann
Account Specialist

By: Ronald Kaihoi (Seal)

Ronald Kaihoi, Attorney-in-fact (Title)

Agent:
ACORA Surety & Insurance Services, LLC
PO Box 506
Montevideo, MN 56265
Ph: 320-269-8546

Bond No. 60099983
60108909

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: THAT CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal office in Madison, Wisconsin, do make, constitute and appoint

----------JACK ANDERSON; RONALD KATHOI----------

its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship; provided that no bond, undertaking, or contract of suretyship executed under this authority shall exceed in amount the sum of:

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and executed and sealed by the same under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002:

"RESOLVED: that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other written obligations in the nature thereof, one or more resident or non-resident officers, assistant secretaries and attorneys-in-fact, each appointee to have the powers and duties usual to such offices within the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other surety obligation in the nature thereof to which it is attached. Any such appointment may be revoked for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the State of Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the contractor and/or its assignee, shall not relieve the surety company of any of its obligations under its bond.

In connection with obligations in favor of the State of Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be exercised unless prior written personal notice of such intent to be bound is given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least ten (10) days prior to the execution of the instrument.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereunto affixed this ninth day of January, 2014.

Attest:

Richard W. Ecklund

Richard W. Ecklund
President
Surety & Fidelity Operations

SEAL

CAPITOL INDEMNITY CORPORATION

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } ss

On the 8th day of January, 2014 before me personally came Stephen J. Sills to me known, who being by me duly sworn, did depose and say: that he resides in the County of Nassau, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Daniel W. Krueger

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } ss

CERTIFICATE

I, the undersigned, duly elected Officer of CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and that the resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Madison, State of Wisconsin, this 25th day of August, 2015.

SEAL

Alan S. Ogilvie
Secretary

THIS POWER OF ATTORNEY IS VOID IF NOT PRINTED ON RED PRINTER WITH RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, CALL (800) 678-1189.

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 25th day of August , 2015 , before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Capitol Indemnity Corporation ,** the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

Rebecca J Risa

NOTARY PUBLIC

My Commission Expires 1/31/2020

REBECCA J. RISA
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES

1. If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
2. To claim benefits you must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Use one of the following claim forms:
   -If, when your disability begins, you are employed or are unemployed for four weeks or less, use claim form DB-450, which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.
   -If, when your disability begins, you have been unemployed more than four weeks, use claim Form DB-300, which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANT:** Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271S).
7. Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway - Menands - (866) 750-5157
Binghamton, 13901 - State Office Bldg. - 44 Hawley St.- (866) 802-3604
Brooklyn, 11201 - 111 Livingston St.- Brooklyn - (800) 877-1373
Buffalo, 14202 - 369 Franklin Street - (866) 211-0645
Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
New York, 10027 - 215 W.125th St. - Manhattan - (800) 877-1373
Peekskill, 10566 - 41 North Division St. - (866) 746-0552
Queens, 11432 - 168-46 91st Ave. - Jamaica - (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 935 James St.- (866) 802-3730

ESTADO DE NUEVA YORK
JUNTA DE COMPENSACION OBRERA

AVESO DE CUMPLIMENTO
LEY DE BENEFICIOS POR
INCAPACIDAD LOS EMPLEADOS

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir beneficios semenales de su patrón o de la compañia de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Para reclamar beneficios usted debe presentar una forma de reclamación, dentro de 30 dias a partir de la primera fecha de su incapacidad, pero en ningun caso más de 26 semanas de dicha fecha.
3. Use una de las siguientes formas de reclamación:
   -Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación (Form DB-450), la cual puede obtener de su patrón o de la compañia de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y enviela a su patrón o a la compañia de seguros nombreda abajo.
   -Si cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación (Form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera. Envie la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANTE:** Antes de presentat usted su reclamación, es necesario que su proveedor de salud complete la declaracion del médico ("Health Care Provider's Statement") en la Forma de relamacion, indicando el periodo de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier médico, quiropráctico, dentista, enfermera-partera, podiatra o psicólogo que usted elija. Pero, contrario ala compensación obrera, sus cuentas médicas no seran pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
5. Si estuviera usted enfermo o lesionado durante el tiempo que esté recibiendo beneficios del Seguro de Desempleo, presente una reclamación para Beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
6. Si usted está desempleado por mas de siete dias, su patrón está obligado a enviarle la Declaración de Derechos de Beneficios por Incapacidad (Form DB-271S).
7. Otras informaciones relativas a Beneficios por Incapacidad pueden obtenerse escribiendo o llamando ala oficina más cercana de la Junta de Compensación Obrera.

Robert E. Beloten

ROBERT E. BELOTEN
CHAIR/PRESIDENTE

www.wcb.state.ny.us

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patron abajo firmante esta en conformidad con las disposiciones de la lay de Beneficios por Incapacidad).
Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, seran pagados por):

Name, Address and Phone No. of DB Insurance Carrier
Guardian Life Insurance Company of America
7 Hanover Square, New York NY 10004
800-268-2525
Effective: From 08/01/1988 To 03/31/2016
(En Vigor Desde) (Hasta)
Policy No. [redacted]
(Poliza No.)

The benefits provided are (Los beneficios provistos son)

X	Statutory		Under a Plan or Agreement

Class(es) of employees covered (Clase(s) de empleados amparados

Name of employer (Nombre del Patron)
NORTH SHORE AUTO & TOWING, INC

By: **The Guardian Life Insurance Company of America**

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

LA JUNTA DE COMPENSACION OBRERA EMPLEA Y SIRVE A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

DB-120 (1-11) Prescribed by Chair Workers' Compensation Board State of New York

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: NORTH SHORE AUTO & TOWING

Address: 265 EAST SHORE ROAD

City, State and Zip Code: MANHASSET, NY 11030

2. Entity's Vendor Identification Number: 112922018

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Corp. ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SCOTT B. BALTERMAN [redacted]

LESLIE BALTERMAN [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

SAME AS ABOVE

NORTH SHORE AUTO & TOWING

SHAREHOLDERS/OFFICERS

SCOTT R BALTERMAN

* [redacted]

* LESLIE BALTERMAN

[redacted]

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

NONE

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

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: 6-17-15

Signed:

Print Name: Stanley Rabinowitz

Title: Pres.

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

Contract ID#: CQPD10000008 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 08 NIFS Entry Date 5/4/15 Term: **FROM**: 5-01-15 **TO**: 8-31-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name North Shore Auto & Towing	Vendor ID# 112922018
Address 265 East Shore Road Manhasset, New York 11030	Contact Person Randy Balterman EMAIL: [redacted]
	Phone (516) 482-2500

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☑		
	OMB	*NIFS Approval* *(Contractor Registered)*	☑ 7/4/15		Yes☐ No ☑ Not required if blanket resolution
7/10/15	County Attorney	*CA RE & Insurance Verification*	☑ 7/13/15		
7/13/15	County Attorney	*CA Approval as to form*	☑ 7/13/15		Yes☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☑ 7/16/15		
7/21	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐		

PR5254 (1/06)

Contract ID#: CQPD10000008 Department: POLICE

Contract Summary

Description: County Impound and Towing
Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: Zone 3 $7,250.00 per annum Zone 6 $32,900.00 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 5,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$5,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 5,000
2		$
3		$
4	G. Gomato 7/13/15	$
5		$
6		$
	TOTAL	$ 5,000

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 05/01/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 7/17/15
Date 8/7/15	Date 8/6/15	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: North Shore Auto and Towing

CONTRACTOR ADDRESS: 265 East Shore Road
Manhasset, New York 11030

FEDERAL TAX ID #: 11-2922018

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, **CQPD10-000008,** was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

July 15, 2015

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

NORTH STORE AUTO & TOWING

SHAREHOLDERS/OFFICERS

SCOTT K BALTERMAN

X [redacted]

X LESLIE BALTERMAN

[redacted]

AMENDMENT NO. 3

AMENDMENT, dated as of **April 30, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) North Shore Auto & Towing, having its principal office at 265 East Shore Road, Manhasset, New York 11030 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000008** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and was extended to April 30, 2015.

WHEREAS, the Department is desirous of extending the term for a four month period from **May 1, 2015** through **August 31, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

08/03/15

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232939
Qualified in Nassau County
Commission Expires Dec 20, 2018

North Shore Auto & Towing

By: _____
Name: Scott Bukman
Title: Pres
Date: 8-3-15

NASSAU COUNTY

By: _____
Name: Chris Nolan
Title: Deputy County Executive
Date: 8/17/15

PLEASE EXECUTE IN BLUE INK

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

On the 3rd day of August in the year 2015 before me personally came Scott R Gallagher 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 the Pres of Northeastern Auto Tow, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232939
Qualified in Nassau County
Commission Expires Dec 20, 2018

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

On the 17 day of August in the year 2015 before me personally came Charles Ribando 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 **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6057228
Qualified in Nassau County
Commission Expires April 22, 2016

NORTH SHORE AUTO & TOWING

SHAREHOLDERS/OFFICERS

SCOTT R BALTERMAN

* [redacted]

* LESLIE BALTERMAN

[redacted]

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: NORTH SHORE AUTO & TOWING

Address: 265 EAST SHORE ROAD

City, State and Zip Code: MANHASSET, NY 11030

2. Entity's Vendor Identification Number: 112922018

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Corp ____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SCOTT B. BALTERMAN [redacted]

LESLIE BALTERMAN [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

SAME AS ABOVE

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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: 6-17-15

Signed: [signature]

Print Name: Sharon Rabinowitz

Title: Pres.

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

Contract ID#: CQPD10000008 Department: POLICE

#2

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD10000 14 NIFS Entry Date 8/28/14 Term: FROM: 5-01-14 TO: 4-30-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name North Shore Auto & Towing	Vendor ID# 112922018
Address 265 East Shore Road Manhasset, New York 11030	Contact Person Randy Balterman EMAIL: [redacted] Phone (516) 482-2500

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☑		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 10/9/14		Yes☐ No☑ Not required if blanket resolution
10/9/14	County Attorney	*CA RE & Insurance Verification*	☑ 10/9/14		
10/9/14	County Attorney	*CA Approval as to form*	☑ 10/9/14		Yes☐ No☑
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
10/9/14	County Attorney	*NIFS Approval*	☑ 10/9/14		
	Comptroller	*NIFS Approval*	☑ 10/31/14		10/31/14
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 11/5/14		

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: North Shore Auto and Towing

CONTRACTOR ADDRESS: 265 East Shore Road
Manhasset, New York 11030

FEDERAL TAX ID #: 11-2922018

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 15, 2010 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, CQPD10-000008, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/24/14

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 2

AMENDMENT, dated as of **March 31, 2014** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) North Shore Auto & Towing, having its principal office at 265 East Shore Road, Manhasset, New York 11030 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000008** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and was extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through **April 30, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

North Shore Auto & Towing

By: _____
Name: Scott R Baltorman
Title: President
Date: April 3, 2014

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: Deputy County Executive
Date: 11/5/14

PLEASE EXECUTE IN BLUE INK

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

On the 3rd day of APR in the year 2014 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Woo K

NOTARY PUBLIC

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232939
Qualified in Nassau County
Commission Expires Dec 20, 2016

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

On the 5 day of November in the year 2014 before me personally came Richard R Walker 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: COPD10000008 Department: POLICE #1

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD1300001 0 NIFS Entry Date 4/22/13 Term: FROM: 5-1-13 TO: 4-30-14

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name North Shore Auto & Towing	Vendor ID# 112922018
Address 265 East Shore Road Manhasset, New York 11030	Contact Person Randy Balterman EMAIL: srb60@aol.com
	Phone (516) 482-2500

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appr'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☐ 4/22/13		
	OMB	*NIFS Approval (Contractor Registered)*	☐ 4/26/13		Yes ☑ No ☐ Not required if blanket resolution
4/29/13	County Attorney	*CA RE & Insurance Verification*	☐ 4/30/13		
	County Attorney	*CA Approval as to form*	☒ 5/8/13		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☒ 5/15/13		
	Comptroller	*NIFS Approval*	☐ 5/21/13	CGL 5/17/13	
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 5/29/13		

13 MAY 30 PM 3:05

PERSONNEL

PR5254 (1/06)

Contract ID#: CQPD10000008 Department: POLICE

Contract Summary

Description: County Impound and Towing
Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for hiss assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: Zone 3 - $7,250.00 per annum Zone 6 - $ 32,900.00 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object-DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4		$
5	4/30/13	$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/29/13
Date 5-24-13	Date 5/21/13	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: North Shore Auto & Towing

CONTRACTOR ADDRESS: 265 East Shore Road, Manhasset, NY 11030

FEDERAL TAX ID #: 112922018

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 15, 2010 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, CQPD10-000008, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4·24·13

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of **February 5, 2013** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) North Shore Auto & Towing, having its principal office at 265 East Shore Road, Manhasset, New York 11030 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000008 01** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from May 1, 2010 through April 30, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2013 through **April 30, 2014**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. The Original Agreement shall be extended for one year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2014.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

North Shore Auto & Towing

By: _____
Name: S. Cindy Bathmann
Title: PRES
Date: FEB. 13. 2013

NASSAU COUNTY

By: _____
Name: Richard Robinson Walker
Title: Deputy County Executive
Date: 5/29/13

PLEASE EXECUTE IN BLUE INK

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

On the 13 day of February in the year 2013 before me personally came Sunil Kumar 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 the President of North-Fork Auto Tenny, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

WOOCHUL KIM
Notary Public, State of New York
No. 01KI6232939
Qualified in Nassau County
Commission Expires Dec 20, 2014

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

On the 29 day of May in the year 2013 before me personally came Richard Rewalker 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 **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6270632
EXPIRES 7/23/2015

Contract ID#: CQPD10-000008

Department: Polic

E-69-10

Contract Details

SERVICE: County Impound and Towing

NIFS ID #: CQPD10000008 NIFS Entry Date 4/15/10 Term: from 05/01/10 to 04/30/13

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor		County Department
Name North Shore Auto & Towing	Vendor ID# 112922018	Department Contact Kim Kramer
Address 265 East Shore Road Manhasset, New York	Contact Person Randy Balterman Phone 516-482-2500	Address 1490 Franklin Ave Mineola, NY 11501 Phone 516-573-7212

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) 4.16.10 ☒ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☑	5/11/10		Yes ☐ No ☑ Not required if blanket resolution
5/12/10	County Attorney	CA RE & Insurance Verification ☑	5/13/10		
	County Attorney	CA Approval as to form ☑	5/25		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	6/10/10	Gregory O. May	
	Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☒	7/27/10		
	Comptroller	NIFS Approval ☑	8/31/10		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	6/10/10		

CQPD10-000008

Contract Summary

Description: County Impound and Towing

Purpose:
To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.

Method of Procurement:

Open bidding process.

Procurement History:

Procured through bid #9899-05269-038 dated 05/14/09

Description of General Provisions:

Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms.

It is necessary to have such tow cars available at the direction of Police Department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract within the intent and purview of Section 2206 of the County Charter

Impact on Funding / Price Analysis:

Vendor agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 3 - $ 7,250 per annum
Zone 6 - $32,900 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, $10,000 is being encumbered for this purpose.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund: PD	GEN
Control:	PDH10
Resp:	1143
Object: DE	500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	$
County	$ 10,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 10,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 10,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 10,000

APPROVED: 5/13/10
INSURANCE SECTION

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Kim Kramer and Jane Svenelid Date: 04/15/10

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 9/8/10
Date 9/2/10	Date 8/31/10	E #: (For Office Use Only)

E-69-10

RULES RESOLUTION NO. 95 – 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND NORTH SHORE AUTO & TOWING, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-12-10
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with North Shore Auto & Towing, Inc., for towing and impound related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with North Shore Auto & Towing, Inc..

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FAML4010 V4.2 NIFS PRODUCTION SYSTEM 04/15/2010
LINK TO: DOCUMENT HEADER 2:53 PM

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL
ENTERED BY : SVENELID, JANE 37160
DOCUMENT NUMBER : CQPD10000008 INITIATING DEPT : PD
INPUT PERIOD (MM YYYY) : 04 2010 APRIL
VENDOR NUMBER / SUFFIX : 112922018 01 APPROVAL TYPE : 01
VENDOR NAME : NORTH SHORE AUTO & TOWING INC.
VENDOR ADDRESS : 265 EAST SHORE RD

MANHASSET NY 11030
COUNTRY : USA
ALPHA VENDOR : NORTH SHORE AUTO & TOWING
BANK NUMBER : TREAS NO :
DUE DATE : SINGLE CHECK :
DOCUMENT AMOUNT : 10,000.00 CURRENCY CODE :
NUMBER OF LINES : 1 RESPONSIBLE UNIT :
TRANSACTION CODE HASH :
TERMS : NOTEPAD (Y OR N) : Y
POSTING/EDIT ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS

PAB
Ve
4-16-10

DOCUMENT : CQPD10000008 - 01 INPUT PER: 04 2010 AMOUNT : 10,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : TOWING AND STORAGE CONTRACT AND ENCUMBER FUNDS
TRANS AMOUNT : 10,000.00
INDEX : PDPDH1143 PERSONNEL AND ACCOUNTING
SUBOBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

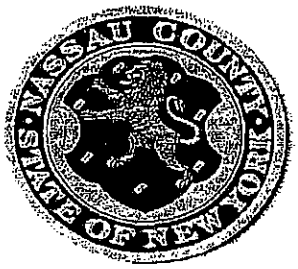
FINANCIAL ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G008 - NEXT RECORD DISPLAYED

ATTACHED TO : DOCUMENT NUMBER : CQPD10000008
PAGE : 01 OF 01

NORTH SHORE TOW
TOWING AND STORAGE
PDPDH1143 DE500
$10,000

F1-HELP F3-COPY F4-AUDIT F5-INS LINE F6-INS PAGE
F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE
G001 - RECORD SAVED

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: NORTH SHORE AUTO & TOWING,

CONTRACTOR ADDRESS: 265 East Shore Road, Manhasset, New York 11030

FEDERAL TAX ID #: 112922018

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☑ The contract was awarded to the HIGHEST, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in Newsday on May 14, 2009. The sealed bids were publicly opened on May 26, 2009. Eleven (11) sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

NORTH SHORE AUTO & TOWING INC.

April 15, 2010

Disclosure Statement

The principals of the above corporation are as follows:

Scott R. Balterman & Leslie Balterman

[redacted]

We have been registered with the Nassau County Website.

265 EAST SHORE ROAD
MANHASSET, NY 11030
PHONE: (516)482-2500
FAX: (516)482-4160

NYS INSPECTION STATION
AAA/ALLSTATE/GEICO APPROVED
OFFICIAL IMPOUND GARAGE
24 HOUR TOWING SERVICE
COLLISION/MECHANICAL REPAIRS

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2010 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) NORTH SHORE AUTO & TOWING, a corporation formed pursuant to the laws of the State of New York having its principal office at 265 East Shore Road, Manhasset, New York 11030 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-05269-038, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, COUNTY desires to hire the CONTRACTOR to perform the services described in this Agreement; and

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

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

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

1. (a) Term. This Agreement shall commence on May 1, 2010 and terminate on April 30, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this Agreement.

COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zones numbered 3 and 6 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays

for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, CONTRACTOR may in such cases, and if such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph two (2) subparagraph (g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph two (2) subparagraph (g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by POLICE DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES

I. PASSENGER CARS, TAXIS, AND MOTORCYCLES:

1. TOWING RATE	$85.00
2. STORAGE RATE FOR THE FIRST SEVEN (7) DAYS	$10.00 per day
3. STORAGE RATE AFTER SEVEN (7) DAYS	$15.00 per day
4. ADDITIONAL STORAGE RATE AFTER THIRTY DAYS	$25.00 per day
5. BRAKE TEST	$40.00

II. COMMERCIAL VEHICLES:

1. TOWING RATE UP TO 8,000 POUNDS UNLADEN WEIGHT	$120.00
2. EACH ADDITIONAL 4,000 POUNDS OR PART THEREOF	$ 15.00
3. STORAGE RATE FOR VEHICLES UP TO 30' IN LENGTH:	
A. FOR THE FIRST SEVEN (7) DAYS	$15.00 per day
B. AFTER SEVEN (7) DAYS	$20.00 per day

C. AFTER THIRTY (30) DAYS $25.00 per day

4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:

A. FOR THE FIRST SEVEN (7) DAYS $20.00 per day

B. AFTER SEVEN (7) DAYS $30.00 per day

C. AFTER THIRTY (30) DAYS $45.00 per day

5. BRAKE TEST $60.00

III. COUNTY STORAGE RATE (County Charge) $ 2.50 per day

IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITYTO ANOTHER COUNTY-OWNED STORAGE FACILITY $75.00

V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONAL CHARGES ARE PERMITTED.

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph two (2), subparagraph "m," when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the "County Storage Rate" ($2.50 per day)

covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the date the DEPARTMENT'S hold is removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced.

CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:
(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 3 -	$ 7,250.00 per annum
Zone 6 -	$ 32,900.00 per annum

The check shall be made payable to the "Nassau County" in the amount of $3,345.83 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola,

New York 11501 prior to the first of each month for the next ensuing month. If the franchise fee or any portion thereof is not received by the fifth day of the month, then CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $3,345.83 outstanding and not paid until the fifteenth day of the month would be figured as follows$3,345.83 x 0.20 =$669.17 / 365 = $1.83 x 15 = $27.45). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $40,150.00 in good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the CONTRACTOR in arrears and shall be contingent upon (i) the CONTRACTOR submitting a claim voucher (the "Voucher") in a form satisfactory to the COUNTY, that (A) states with reasonable specificity the services provided and the payment requested as consideration for such services, (B) certifies that the services rendered and the payment requested are in accordance with the Agreement, and (C) is accompanied by documentation satisfactory to the COUNTY supporting the amount claimed, and (ii) review, approval and audit of

the Voucher by the POLICE DEPARTMENT and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(e) 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 COUNTY.

(f) 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 COUNTY did not desire to receive such services.

4. Independent Contractor. The CONTRACTOR is an independent contractor of the COUNTY. The CONTRACTOR shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the CONTRACTOR (a "Contractor Agent"), be (i) deemed a COUNTY employee, (ii) commit the COUNTY to any obligation, or (iii) hold itself, himself, or herself out as a COUNTY employee or Person with the authority to commit the COUNTY to any obligation. As used in this Agreement the word "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 COUNTY upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the COUNTY, including any obligation to pay taxes to, or perform services for or on behalf of, the COUNTY.

6. Compliance With Law. (a) 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. 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) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The CONTRACTOR acknowledges that CONTRACTOR Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the COUNTY shall make reasonable efforts to notify the CONTRACTOR of such request prior to disclosure of the Information so that the CONTRACTOR may take such action as it deems appropriate.

7. 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 COUNTY 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 DEPARTMENT and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' 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.

(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'S agents to, cooperate with the COUNTY and the DEPARTMENT in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the CONTRACTOR and/or a CONTRACTOR'S 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 and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (ii) in form and substance acceptable to the COUNTY. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. The CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the CONTRACTOR under this Agreement.

(c) 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 POLICE DEPARTMENT. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the DEPARTMENT of the same and deliver to the DEPARTMENT renewal or replacement certificates of insurance. The CONTRACTOR shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the CONTRACTOR to maintain Workers' Compensation insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the COUNTY reserves the right to consider this Agreement terminated as of the date of such failure.

10. 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 County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

(c) By the CONTRACTOR. This Agreement may be terminated by the CONTRACTOR if performance becomes impracticable through no fault of the CONTRACTOR, where the impracticability relates to the CONTRACTOR'S ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the CONTRACTOR delivering to the Commissioner or other head of the DEPARTMENT (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the CONTRACTOR is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the CONTRACTOR'S right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the DEPARTMENT (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. (a) The CONTRACTOR shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the CONTRACTOR is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the

DEPARTMENT, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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 upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the COUNTY shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the DEPARTMENT and the (ii) the County Attorney (at

the address specified above for the COUNTY) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the COUNTY.

(b) 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. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau COUNTY in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a COUNTY employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the DEPARTMENT, to the attention of the Commissioner at the address specified above for the DEPARTMENT, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the DEPARTMENT) at the address specified above for the COUNTY, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and

(iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

17. 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.

18. 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. In the event of a

conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of ONE HUNDRED SIXTY and 00/100 ($160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau County" by the CONTRACTOR upon signing this Agreement.

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

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

(b) Availability of Funds. The COUNTY shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the COUNTY from the state and/or federal governments.

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

NORTH SHORE AUTO & TOWING

By: _____

Name: Randy Balterman

Title: President

Date: April 12, 2010

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: Deputy County Executive

Date: 9/8/10

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 12 day of April in the year 2010 before me personally came S. Larry Barkman to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 the President of North Shore Auto Towing, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Marie Villi

NOTARY PUBLIC

MARIE VILLI
Notary Public, State of New York
No. 01VI6120331
Qualified In Nassau County
Commission Expires 12/20/2012

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 8 day of September in the year 2010 before me personally came Richard R. Walker to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Brian R. Nevin
Notary Public State of New York
No. 01NE6188968
Albany County
Exp. 06/16/2012

LIEN LAW

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft.

1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and Traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motorboat or aircraft or for furnishing gasoline or other supplies therefore and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, Motorboat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be

entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being Claimed for such towing and storage, and the address and times at which Said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five-day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person

who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor Vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

§200. Sale of personal property to satisfy a lien. A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale Of such property according to the provisions of this article.

§201. Notice of sale. Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within

such county, or if the property affected, other than a security, is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, or by first-class mail if the lienor has obtained from the United States post office department a certificate of mailing. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to

receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens. Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment canceling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception. 1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale

in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

§ 202-a. Sale of a security. A description of a security, as such term is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§202-b. Pledgee may buy at public sale. Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§203. Redemption before sale. At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and advertising the sale as required in this article. Upon making such payment, any of such persons are entitled

to the possession thereof.

§204. Disposition of proceeds. Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive. The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the

right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien. An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon. If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment. In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court. Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer,

for the benefit of the owner.

§ 210. Application. Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support. 1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.
2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien

and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT
OFFICE OF PURCHASING
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501

BID NUMBER
9899-05269-038

Dated: 05/14/09

BID OPENING DATE
05/26/09
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
GERALD KRAUS	(516) 571-3939	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
ZONES 1 & 4, 2 & 5, 3 THRU 20 NASSAU COUNTY POLICE DEPARTMENT – LEGAL BUREAU 1490 FRANKLIN AVENUE, MINEOLA, N.Y. 11501 ATT: KIM KRAMER @ (516) 573-7210	_____ DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 112922018

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER: NORTH SHORE AUTO & TOWING

ADDRESS: 265 EAST SHORE ROAD

CITY: MANHASSET STATE: NY ZIP CODE: 11030 TELEPHONE: (516) 482-2500

SIGNATURE OF AUTHORIZED INDIVIDUAL

PRINT OR TYPE NAME OF SIGNER AND TITLE: SCOTT R. BACHELMAN

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, Except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: North Shore Auto + Towing

Address: 265 EAST SHORE ROAD MANHASSET NY 11030

Telephone No: 516-482-2500 Fax No: 516-482-4160

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ Pres TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Automobile Club of NY
ADDRESS: 1415 Kellum Place
Garden City NY 11530
TELEPHONE: 516 873.2462 CONTACT PERSON: Jon Affricano
CONTRACT DATE:

2. REFERENCE'S NAME: Town of No Hempstead
ADDRESS: 220 Plandome Road.
Manhasset NY. 11030
TELEPHONE: 516.627.0590 CONTACT PERSON: Patrice Tobin
CONTRACT DATE:

3. REFERENCE'S NAME: New York Community Bancorp
ADDRESS: 615 Merrick Ave.
Westbury NY 11590
TELEPHONE: 516-683-4154 CONTACT PERSON: Jonne Frank
CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

As used in this Appendix EE the term "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.

NOTE:
CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand ($50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand ($50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A} and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

1.) addressing a grievance or negotiating or administering a collective bargaining agreement;

2.) allowing a labor organization or its representative's access to the employer's facility or property;
3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and

4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

Section 8. Enforcement.

A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.

B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;

C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

PERIOD COVERED: Shall be for three (3) years from the effective date of the contract The County of Nassau reserves the right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Contract as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

NOT WITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

DEFAULT: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will arrange for the work to b done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

GENERAL CONDITIONS:

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.
- All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.
- Except as otherwise specified, all contract requirements will be performed at the site as required.
- Any requirement to remove any part of the equipment of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau shall supply all utilities which are available on location insofar as compatibility requirements permit.
- All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

NOTICE TO ALL BIDDERS:

Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable"

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000.00) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part thereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS
(516) 571-3936

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (20) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound. Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

Employees of the Contractor while on service call shall carry an identification badge or cards, and shall be instructed to submit same to scrutiny upon request by security or supervisory personnel of Nassau County.

NOTICE TO BIDDERS:

Any Contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay; following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor; then southerly along said County lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the Town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike) then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike), to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5. BID OFFER: $ 30,100.00 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3. BID OFFER: $ 7,250.00 ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to Route 107 then southerly along the eastern extremity of Route 107 to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkwayt, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of Wantagh State Parkway to the point of beginning.

ZONE 9. BID OFFER: $ [illegible] . ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ 10,000 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11. BID OFFER $_____ ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Garretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly along the western boundary line of the Incorporated Village of Rockville Centre to the point of beginning.

ZONE 15 BID OFFER $_____ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue to the point of beginning.

ZONE 16 BID OFFER $_____ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

Zone 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along the western extremity of Domar Canal to Garretts Lead, then northeasterly following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $_____ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the County of Nassau Line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach; south on this boundary line to the Atlantic Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20 BID OFFER $_____ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

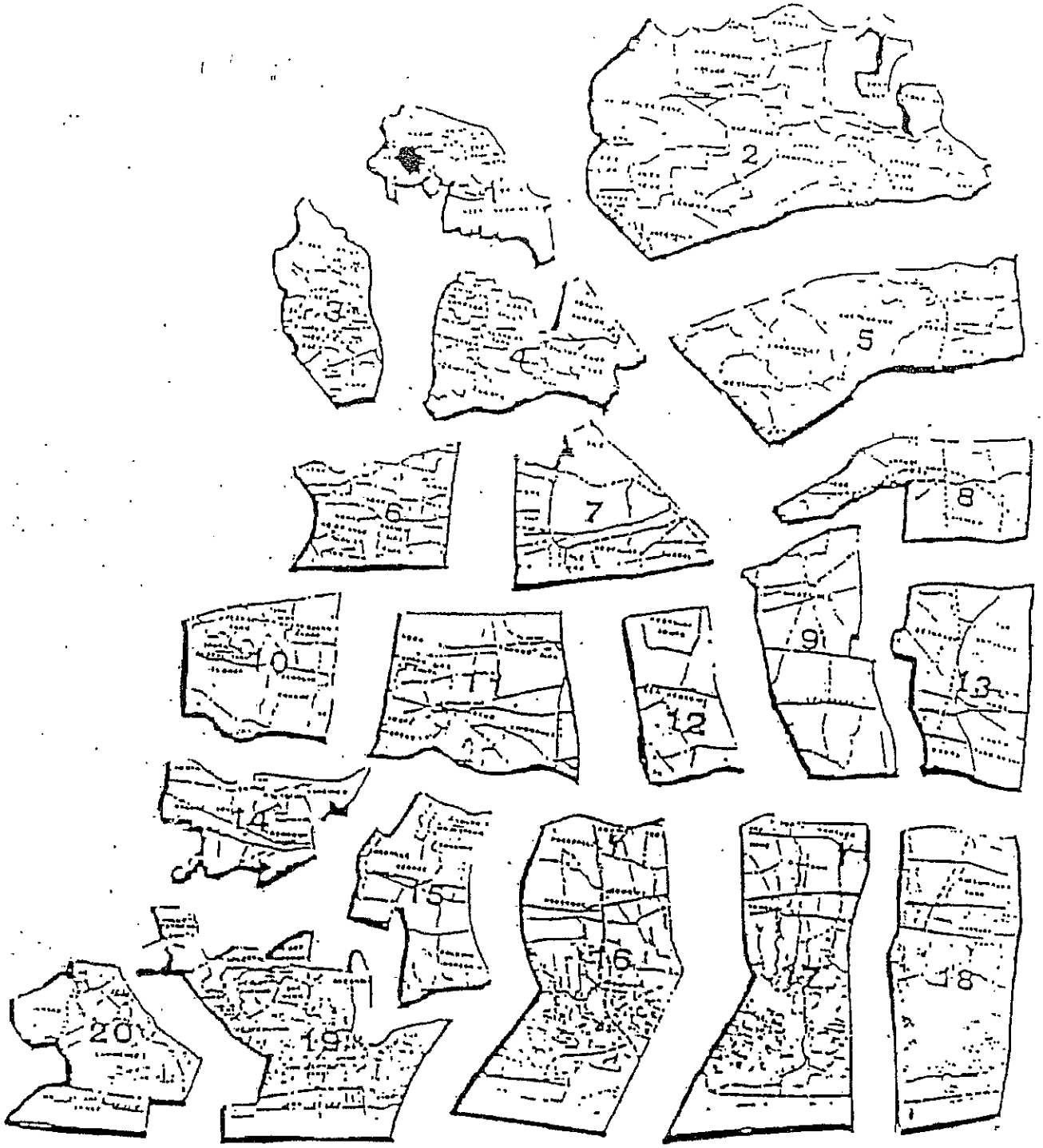
BIDDER SIGN HERE _____ BIDDER _____ TITLE

2008

Zone	Total Impounds
1	5
2	41
3	46
4	347
5	45
6	174
7	238
8	423
9	423
10	473
11	528
12	413
13	256
14	201
15	63
16	291
17	344
18	92
19	188
20	146

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE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20

NORTH SHORE AUTO & TOWING, INC.
265 East Shore Road
Manhasset, NY 11030
(516) 482-2500

Road Service

DATE	TIME A.M. P.M.	REQUESTED BY	P.O. NO.
NAME		PHONE	
ADDRESS			
CITY		STATE	ZIP
LOCATION OF VEHICLE			
YEAR, MAKE, MODEL		COLOR	DRIVER
STATE	LIC. PLATE NO.	VEHICLE I.D. NO.	REGISTERED OWNER

MILEAGE	SERVICE TIME	EXTRA PERSON
FINISH	FINISH	FINISH
START	START	START
TOTAL	TOTAL	TOTAL

REASON FOR TOW

- ☐ ACCIDENT
- ☐ ARREST
- ☐ UNREGISTERED
- ☐ TOW ZONE
- ☐ SNOW REMOVAL
- ☐ ABANDONED
- ☐ STOLEN CAR
- ☐ BREAK DOWN
- ☐ LOCK OUT
- ☐ START
- ☐ FLAT TIRE
- ☐ OUT OF GAS
- ☐ IMPOUNDED
- ☐
- ☐

SPECIAL EQUIPMENT

- ☐ SINGLE LINE WINCHING
- ☐ DUAL LINE WINCHING
- ☐ SNATCH BLOCKS
- ☐ SCOTCH BLOCKS
- ☐ DOLLY

TYPE OF TOW

- ☐ SLING/ HOIST TOW
- ☐ FLAT BED/ RAMP
- ☐ WHEEL LIFT
- ☐

TOWED PER ORDER OF

- ☐ STATE POLICE
- ☐ LOCAL POLICE
- ☐ OWNER
- ☐ DEALER

VEHICLE TOWED TO

FIRST TOW

SECOND TOW

STORAGE FROM

_____ TO _____ _____ DAYS @ $ _____

PAID BY

☐ CASH ☐ CHECK DRIVERS LIC. NO. _____

☐ CREDIT CARD ☐ MC ☐ VISA ☐ AMEX EXP. DATE _____

CC NO. _____

TOWING CHARGE	
MILEAGE CHARGE	
EXTRA PERSON	
SPECIAL EQUIPMENT	
LABOR CHARGE	
STORAGE	
SUB-TOTAL	
TAX	
TOTAL	

OPERATOR'S SIGNATURE DATE

TRUCK NO.

AUTHORIZED SIGNATURE DATE

VEHICLE RELEASED TO DATE

5008

Not responsible for loss or damage to vehicle
in case of fire, theft or any other cause beyond our control.

Thank You

PRODUCT 2525

TOW
14032TW
[redacted] INTER NONTRANSFERABLE
TOW WH [redacted]
179 00 D 6 [redacted] AUG 13 2008
Wt/Seats Fuel/Cyl 022 UTD
NORTH SHORE AUTO& Expires 09/30/10
DETAILING INC >DEMA<
101 EAST SHORE RD 106.25
MANHASSET NY 11030 ANNUAL CHG
AMT PAID (INCL ADD CHG)
655644BX VOID IF ALTERED EXCEPT FOR ADDRESS 292.50

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

TOW
23936TW
[redacted] FORD NONTRANSFERABLE
TOW WH [redacted]
11000 D 8 I4712039 OCT 13 2008
Wt/Seats Fuel/Cyl WEB WEBCDA
NORTH SHORE AUTO AND Expires 11/30/10
TOWING INC >DEMA<
265 EAST SHORE ROAD 65.00
MANHASSET NY 11030 ANNUAL CHG
AMT PAID (INCL ADD CHG)
208262BY VOID IF ALTERED EXCEPT FOR ADDRESS 210.00

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

TOW
32878TW
2009 FORD NONTRANSFERABLE
TOW WH [redacted]
019500 D 8 [redacted] MAR 12 2009
Wt/Seats Fuel/Cyl CAB NSBA6E
NORTH SHORE AUTO& Expires 03/31/10
TOWING INC >DEMA<
265 E SHORE RD 115.25
MANHASSET NY 11030
ANNUAL CHG
AMT PAID (INCL ADD CHG)
EY244656 VOID IF ALTERED EXCEPT FOR ADDRESS 226.50

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

TOW
31111TW
2004 FORD NONTRANSFERABLE
TOW WH [redacted]
017900 [redacted] 2002
Wt/Seats Fuel/Cyl LSD NSBA72
NORTH SHORE AUTO Expires 05/31/09
&TOWING INC *NYMA*
265 E SHORE RD 103.75
MANHASSET NY 11030
ANNUAL CHG
AMT PAID (INCL ADD CHG)
EM084492 VOID IF ALTERED EXCEPT FOR ADDRESS 2049.00

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

TOW
23937TW
2000 INTER NONTRANSFERABLE
TOW WH [redacted]
17900 D 8 [redacted] OCT 13 2008
Wt/Seats Fuel/Cyl WEB WEBCDA
NORTHSHORE AUTO Expires 11/30/10
&TOWING INC >DEMA<
265 E SHORE RD 106.25
MANHASSET NY 11030 ANNUAL CHG
AMT PAID (INCL ADD CHG)
208261BY VOID IF ALTERED EXCEPT FOR ADDRESS 292.50

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

TOW
2777BTW
2003 FORD NONTRANSFERABLE
TOW WH [redacted]
17500 D 8 UTD4011 JAN 23 2008
Wt/Seats Fuel/Cyl 023 UTD
NORTH SHORE AUTO AND Expires 02/28/10
TOWING INC >DEMA<
265 E SHORE ROAD 103.50
MANHASSET NY 11030 ANNUAL CHG
AMT PAID (INCL ADD CHG)
655946BV VOID IF ALTERED EXCEPT FOR ADDRESS 287.00

[redacted] NEW YORK STATE REGISTRATION DOCUMENT

TOW
32852TW
2007 FORD NONTRANSFERABLE
TOW WH [redacted]
017900 D 8 [redacted] JUL 15 2008
Wt/Seats Fuel/Cyl CAB NSBA6B
NORTH SHORE AUTO& Expires 07/31/10
TOWING INC >DEMA<
265 E SHORE RD 106.25
MANHASSET NY 11030
ANNUAL CHG
AMT PAID (INCL ADD CHG)
EU519328 VOID IF ALTERED EXCEPT FOR ADDRESS 362.50

Town of North Hempstead

Jon Kaiman
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Leslie C. Gross
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that North Shore Auto & Towing having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Unrestricted Tow Truck operations within the Town of North Hempstead; for the term herein described.

North Shore Auto & Towing

Office/Terminal Located : 265 East Shore Road Manhasset, NY 11030

Storage Facility Located: 265 East Shore Road Manhasset, NY 11030

License No.: 0018

Expires: June 30, 2009

THE TOWN OF NORTH HEMPSTEAD NASSAU COUNTY, NEW YORK 1784

By Direction of

Leslie C. Gross, Town Clerk

6/23/2008

Date

A 495— House lease, plain English format, furnished or unfurnished, 11-78. O

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LEASE AGREEMENT

The Landlord and Tenant agree to lease the Premises at the Rent and for the Term stated on these terms:

LANDLORD:	TENANT:
SCOTTVIC REALTY	NORTH SHORE AUTO & TOWING
31 FALL LANE	265 EAST SHORE RD
Address for Notices JERICHO N.Y. 11753.	MANHASSET NY 11030

Premises: 265 EAST SHORE ROAD MANHASSET N.Y. 11030

Lease date:	Term		
FEB 1-05	10 YEARS	Yearly Rent	$ 84,000—
	beginning 2-1-05	Monthly Rent	$ 7,000—
	ending 2-1-15	Security	$ —0—

1. Use

The Premises must be used to live in only and for no other reason. Only a party signing this Lease, spouse and children of that party may use the Premises.

2. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Premises on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. In that case rent shall be payable when possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent

The rent payment for each month must be paid on the first day of that month at Landlord's Address above. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if it were a failure to pay rent.

The whole amount of rent is due and payable when this Lease is effective. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

4. Notices

Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the Premises and to the Landlord at the Address for Notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. Landlord must send Tenant written notice if Landlord changes the Address for Notices.

5. Security

Tenant has given Security to Landlord in the amount stated above. If Tenant fully complies with all the terms of this Lease, Landlord will return the security after the Term ends. If Tenant does not fully comply with the terms of this Lease, Landlord may use the Security to pay amounts owed by Tenant, including damages. If Landlord sells the Premises, Landlord may give the Security to the buyer. Tenant will look only to the buyer for the return of the Security.

6. Utilities and services

Tenant must pay for the following utilities and services when billed: gas, water, electric, fuel, telephone, gardening, exterminating**

Maintenance service contracts shall be maintained, continued and paid for by Tenant. These charges will be added rent.

7. Furnishings

If the Premises are furnished, the furniture and other furnishings are accepted "as is." If an inventory is supplied each party shall have a signed copy.

8. Repairs, alterations

Tenant must keep, and at the end of the Term return the Premises and all appliances, equipment, furniture, furnishings and other personal property clean and in good order and repair. Tenant is not responsible for ordinary wear and damage by the elements. If Tenant defaults, Landlord has the right to make repairs and charge Tenant the cost. The cost will be added rent. Tenant must not alter, decorate, change or add to the Premises.

9. Space "as is"

Tenant has inspected the Premises. Tenant states that they are in good order and repair and takes the Premises "as is."

10. Care of Premises, grounds

Tenant shall keep the grounds neat and clean. Vehicles may be driven or parked only in driveways or in the garage.

** *Add other utilities and services, if any.*

Tenant must give Landlord immediate notice in case of fire or other damage to the Premises. Landlord will have the right to repair the damage within a reasonable time or cancel this Lease. If Landlord repairs, Tenant shall pay rent only to the date of the fire or damage and shall start to pay rent again when the Premises become usable. Landlord may cancel the Lease by giving Tenant 3 days' written notice. The Term shall be over at the end of the third day and all rent shall be paid to the date of the damage.

12. Liability

Landlord is not liable for loss, expense or damage to any person or property unless it is due to Landlord's negligence. Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guests and invitees.

13. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

14. Assignment, sublet

Tenant may not sublet all or part of the Premises, or assign this Lease or permit any other person to use the Premises.

15. Landlord may enter, keys, signs

Landlord may at reasonable times, enter the Premises to examine, to make repairs or alterations, and to show it to possible buyers, lenders or tenants. Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. Landlord may place the usual "For Rent" or "For Sale" signs upon the Premises.

16. Subordination

This Lease and Tenant's rights are subject and subordinate to all present and future (a) leases for the Premises or the land on which it stands, (b) mortgages on the leases or on the Premises or on the land, (c) agreements securing money paid or to be paid by the lender, under mortgages, and (d) terms, conditions, renewals, changes of any kind in and extensions of the mortgages or leases or Lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is subject and subordinate.

17. Condemnation

If all of the Premises is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Premises. If any part of the Premises is taken, Landlord may cancel this Lease on notice to Tenant setting forth a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Premises to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant gives Landlord any interest Tenant might have to any part of the award and shall make no claim for the value of the remaining part of the Term.

18. Compliance with authorities

Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, property owners associations, insurance carriers or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does Tenant must pay the increase as added rent.

19. Tenant's defaults and Landlord's remedies

A. Landlord may give 5 days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent or added rent on time.
2. Improper assignment of the Lease, improper subletting all or part of the Premises, or allowing another to use the Premises.
3. Improper conduct by Tenant or other occupant of the Premises.
4. Failure to fully perform any other term in the Lease.

B. If Tenant fails to correct the defaults in section A within the 5 days, Landlord may cancel the Lease by giving Tenant a written 3 day notice stating the date the Term will end. On that date the Term and Tenant's rights in this Lease automatically end and Tenant must leave the Premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses.

C. If the Lease is cancelled, or rent or added rent is not paid on time, or Tenant vacates the Premises, Landlord may in addition to other remedies take any of the following steps:

1. Enter the Premises and remove Tenant and any person or property;
2. Use dispossess, eviction or other lawsuit method to take back the Premises.

D. If the Lease is ended or Landlord takes back the Premises, rent and added rent for the unexpired Term becomes due and payable. Landlord may re-rent the Premises and anything in it for any Term. Landlord may re-rent for a lower rent and give allowances to the new tenant. Tenant shall be responsible for Landlord's cost of re-renting. Landlord's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the Premises after possession is given to the Landlord by a Court.

20. Bankruptcy

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

21. Correcting tenant's default

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. The sum Tenant must repay to Landlord will be added rent.

22. Waiver of jury, counterclaim, set off

Landlord and Tenant waive trial by a jury in any matter which comes up between the parties under or because of this Lease (except for a personal injury or property damage claim). In a proceeding to get possession of the Premises, Tenant shall not have the right to make a counterclaim or set off.

23. Written instructions

Landlord has given or may give written instructions about the care and use of the appliances, equipment and other personal property on the Premises. Tenant must obey the instructions.

24. Illegality

If any part of this Lease is not legal, the rest of the Lease will be unaffected.

25. No waiver

Landlord's failure to enforce any terms of this Lease shall not prevent Landlord from enforcing such terms at a later time.

26. Quiet enjoyment

Landlord agrees that if Tenant pays the rent and is not in default under this Lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease.

27. Successors

This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

28. Representations, changes in Lease

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. Paragraph headings

The Paragraph headings are for convenience only.

30. Effective date

This Lease is effective when Landlord delivers to Tenant a copy signed by all parties.

Signatures The parties have entered into this Lease on the date first above stated.

LANDLORD:

SCOTTIVIC REALTY CORP
265 EAST SHORE RD.
MANHASSET NY 11030

WITNESS:

TENANT:

NORTH SHORE AUTO & TOWING INC.
265 East Shore Road
Manhasset, N.Y. 11030
(516) 482-2500

EPA and HUD Lead Paint Regulations, Effective September 6, 1996[1]

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.[2] Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet 3141 Lead Paint Lease Disclosure Form

[1]December 6, 1996 for owners of 1 to 4 residential dwellings.
[2]Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

NEW YORK STATE
COMMERCIAL
DRIVER LICENSE

Commissioner of Motor Vehicles

ID: [redacted]

DOB: [redacted]
BALTERMAN,SCOTT
[redacted]
SEX: M EYES: BL HT: 6-00 CLASS: B
E: W R: L
ISSUED: 06-24-03 EXPIRES: 11-05-09

60556360

COMMERCIAL
DRIVER LICENSE

Commissioner of Motor Vehicles

ID: [redacted]

DOB: [redacted]
HARKINS,ROBERT,J
[redacted]
SEX: M EYES: BR HT: 6-00 CLASS: A
E: NWT R:
ISSUED: 02-07-05 EXPIRES: 02-05-13

63422500

NEW YORK STATE
DRIVER LICENSE

Commissioner of Motor Vehicles

ID: [redacted]

DOB: [redacted]
DONALDSON,TIMOTHY
[redacted]542
SEX: M EYES: BL HT: 6-00 CLASS: D
E: R:
ISSUED: 10-27-03 EXPIRES: 10-14-11

58370340

NEW YORK STATE
DRIVER LICENSE

Commissioner of Motor Vehicles

ID: [redacted] CLASS C

SYED,MOHAMMAD,M
[redacted]
DOB: 10-01-63
SEX: M EYES: BK HT: 5-12
E: W
R: W
ISSUED: 11-08-05 EXPIRES: 10-01-12

Commissioner of Motor Vehicles

ID: [redacted]

DRIVER LICENSE

DOB: [redacted]
JAGPARVESH,FNU
[redacted]
SEX: M EYES: BK HT: 5-07 CLASS: C
E: W R: W
ISSUED: 06-07-05 EXPIRES: 09-15-09

76199541

NEW YORK STATE
DRIVER LICENSE

Commissioner of Motor Vehicles

ID: [redacted]

DOB: [redacted]
CLARKE,TREVOR,E,S
[redacted]
SEX: M EYES: BR HT: 6-07 CLASS: D
E: B
ISSUED: 01-15-06 EXPIRES: 01-20-11

51814360

NEW YORK STATE

Commissioner of Motor Vehicles

DRIVER LICENSE

ID: [redacted] CLASS C

BHANDAL
MADAN,SINGH
[redacted]
DOB: [redacted]
SEX: M EYES: BK HT: 5-09
E: W
R: NONE
ISSUED: 07-17-08 EXPIRES: 12-12-10 BPHRYWIX10

Business History Form

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10-19-11

1) Bidder's/Proposer's Legal Name: NORTH SHORE AUTO & TOWING INC.

2) Address of Place of Business: 265 EAST SHORE RD MANHASSET NY 11030

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone: 516-482-2100

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number:

5) Federal I.D. Number: 112922018

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details:

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ✓ No ___ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). APPROX 10 years AGO.

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Attachments to Business History Form

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

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation; June, 1988

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; Scott R Bartleman

iii) Name, address and position of all officers and directors of the company: Leslie Bartleman [redacted]

iv) State of incorporation (if applicable); N.Y.

v) The number of employees in the firm; 20

vi) Annual revenue of firm; 2,500,000.00

vii) Summary of relevant accomplishments LIC Tower & collision shop over 25 years

viii) Copies of all state and local licenses and permits. DMV, Tow License.

B. Indicate number of years in business. over 25.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. County Commissioner many years

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Town of North Hempstead.

Contact Person Clerks Office

Address Plandome Rd.

City/State Manhasset NY, 11030

Telephone 516.869.7646

Fax #

E-Mail Address

[redacted]

Company Kings Pt Police Dept

Contact Person SGT.

Address STEPINGETON. LA.

City/State Kings Pt N.Y.

Telephone 516.482 1000

Fax #

E-Mail Address

Company North Shore Hospital.

Contact Person Security

Address Community Drive

City/State Manhasset NY 11030

Telephone 516.562-4842

Fax #

E-Mail Address

CERTIFICATION

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

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

Sworn to before me this 13th day of Oct. 2015

Notary Public

CHULYOUNG KIM
Notary Public, State of New York
No. 01KI6151172
Qualified in Nassau County
Commission Expires Aug 14, 2018

North Shore Auto & Towing Inc.
Name of submitting business

Scott R Battermann
Print name

Signature

Pres.
Title

10/13/15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Scott R Ballerman
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 265 East Shore Rd.
   City/state/zip Manhasset NY 11030
   Telephone 516-482-2500
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 6/ /88 Treasurer 6/ /88
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 6/ /88 ____ 6/ /88
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES ✓ If Yes, provide details. 50%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ ___ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ✓ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ✓ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 6? NO ___✓___ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ___✓___ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ___✓___ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ___✓___ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 13th day of Oct. 2015

Notary Public

CHULYOUNG KIM
Notary Public, State of New York
No. 01KI6151172
Qualified in Nassau County
Commission Expires Aug 14, 2018

Name of submitting business: North Shore Auto & Towing, Inc.

By: Scott R Baltermann
Print name

Signature

Pres
Title

10/13/16
Date

Town of North Hempstead

Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau - State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead. entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : North Shore Auto & Towing, Inc.

Office/Terminal Located : 101 East Shore Road , Manhasset, NY 11030

Storage Facility Located: 265 East Shore Road , Manhasset, NY 11030

License No: 18

Expires: June 30, 2016

Issued By: AMA

6/30/2015

Date

THE TOWN OF NORTH HEMPSTEAD NASSAU COUNTY, NEW YORK 1784

By Direction of:

Wayne H. Wink, Jr.

Wayne H. Wink Jr., Town Clerk

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

Validation Date and Number: 06/30/14 09440

THIS CERTIFICATE EXPIRES 07/31/16

FACILITY IDENTIFICATION NO. 7044825 RS

This person is REGISTERED AS A REPAIR SHOP pursuant to the provisions of the Vehicle and Traffic Law.

NORTH SHORE AUTO & TOWING INC
265 EAST SHORE RD
MANHASSET NY 11030

This document does not certify that this business complies with zoning and other local laws.

61P (11/95)

POST IN A CONSPICUOUS PLACE

New York State Department of Motor Vehicles

OFFICIAL BUSINESS CERTIFICATE

Validation Date and Number: 06/30/14 09441

THIS CERTIFICATE EXPIRES 07/31/16

FACILITY IDENTIFICATION NO. [redacted]

This person is LICENSED AS A PUBLIC INSPECTION STATION pursuant to the provisions of the Vehicle and Traffic Law.

1A-1B

NORTH SHORE AUTO & TOWING INC
265 EAST SHORE RD
MANHASSET NY 11030

This document does not certify that this business complies with zoning and other local laws.

61P (11/95)

POST IN A CONSPICUOUS PLACE

NYS Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Ave.
Albany, NY 12231-0001
www.dos.state.ny.us

Certificate of Assumed Name

Pursuant to General Business Law, §130

1. NAME OF ENTITY

Ogden Brothers Collision, Inc.

1a. *FOREIGN ENTITIES ONLY.* If applicable, the fictitious name the entity agreed to use in New York State is:

2. NEW YORK LAW FORMED OR AUTHORIZED UNDER (CHECK ONE):

- [x] Business Corporation Law
- [ ] Education Law
- [ ] Insurance Law
- [ ] Other (specify law):
- [ ] Limited Liability Company Law
- [ ] Not-for-Profit Corporation Law
- [ ] Revised Limited Partnership Act

3. ASSUMED NAME

All County Autobody

4. PRINCIPAL PLACE OF BUSINESS IN NEW YORK STATE (MUST BE NUMBER AND STREET. IF NONE, INSERT OUT-OF-STATE ADDRESS)

66 East Merrick Rd
Freeport NY 11520

5. COUNTIES IN WHICH BUSINESS WILL BE CONDUCTED UNDER ASSUMED NAME

[ ] ALL COUNTIES (If not, circle county[ies] below)

Albany	Clinton	Genesee	Monroe	Orleans	Saratoga	Tompkins
Allegany	Columbia	Greene	Montgomery	Oswego	Schenectady	Ulster
Bronx	Cortland	Hamilton	Nassau	Otsego	Schoharie	Warren
Broome	Delaware	Herkimer	New York	Putnam	Schuyler	Washington
Cattaraugus	Dutchess	Jefferson	Niagara	Queens	Seneca	Wayne
Cayuga	Erie	Kings	Oneida	Rensselaer	Steuben	Westchester
Chautauqua	Essex	Lewis	Onondaga	Richmond	Suffolk	Wyoming
Chemung	Franklin	Livingston	Ontario	Rockland	Sullivan	Yates
Chenango	Fulton	Madison	Orange	St. Lawrence	Tioga	

6. INSERT THE ADDRESS OF EACH LOCATION WHERE BUSINESS WILL BE CARRIED ON OR TRANSACTED UNDER THE ASSUMED NAME. Use a continuous sheet, if needed. (The address must be set forth in terms of a number and street, city, state and zip code. Please note that the address(es) reflected in paragraph 6 must be within the county(ies) circled in paragraph 5. If the entity does not have a specific location where it will conduct business under the assumed name please check the statement below.)

66 East Merrick Rd.
Freeport NY 11520

[ ] No New York State Business Location

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

North Shore
Town

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

Contract ID#: CQPD12000003

Department: POLICE

E-21-16 R21

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 18 NIFS Entry Date 9/18/15 Term: **FROM**: 9-1-15 **TO**: 1-15-16

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name C & R Automotive d/b/a/ AAAA-1 Auto and Towing	Vendor ID# 201970936 01
Address 34 Charlotte Avenue Hicksville, New York 11801	Contact Person Thomas Schmeltzer EMAIL: [redacted] Phone (516) 931-8303

County Department	
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org	
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501	
Phone 516-573-7168	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* GS *Contractor Registered* gmg	☑		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 10/6/15		Yes ☑ No ☐ Not required if blanket resolution
10/6/15	County Attorney	*CA RE & Insurance Verification*	☑ 10/6/15		
10/6/15	County Attorney	*CA Approval as to form*	☑ 10/6/15		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐ 1/8/16	Concetta A Petrucci	
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☐		
1/8/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐	1/8/16	

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
JAN - 8 P 3:15
2016

PR5254 (1/06)

Contract ID#: CQPD12000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a one (1) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 2 & 5	$32,900.00 per annum
Zone 7	$34,100.00 per annum
Zone 8	$41,921.00 per annum
Zone 9	$41,997.00 per annum
Zone 12	$28,101.00 per annum
Zone 13	$29,102.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 50,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 50,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 50,000
2		$
3		$
4	A. Amato 2 10/20/15	$
5		$
6		$
TOTAL		$ 50,000

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/8/16
Date	Date	(For Office Use Only) E #:

PR5254 (1/06)

E-21-16

RULES RESOLUTION NO. 21 – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND C & R AUTOMOTIVE D/B/A AAAA-1 AUTO AND TOWING

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
Ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with C & R Automotive d/b/a AAAA-1 Auto and Towing for towing and impound related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with C & R Automotive d/b/a AAAA-1 Auto and Towing

FAML6161 V4.2 NIFS PRODUCTION SYSTEM 09/29/2015
LINK TO: VENDOR DETAIL 4:55 PM
ACTIVE
FISCAL MO/YEAR : 08 2015 AUG 2015 BALANCE TYPE : 01 ENCUMBRANC
VENDOR : 201970936 01 C & R AUTOMOTIVE

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ.	BANK	CHECK NO	PERIOD
	DUE DATE	DESCRIPTION						AMOUNT
	08/07/2015	107	CLPD15000004 01	PDPDH1143	DE500			08 2015
		EXTENSION AND ADDITIONAL FUNDS						75,000.00

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
G014 - RECORD FOUND

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: C & R Automotive d/b/a AAAA-1 Auto and Towing

CONTRACTOR ADDRESS: 34 Charlotte Avenue
Hicksville, New York 11801

FEDERAL TAX ID #: 201970936

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **July 2, 2012** [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, **CQPD12-000003**, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) C & R Automotive d/b/a AAAA-1 Auto and Towing, having its principal office at 34 Charlotte Avenue, Hicksville, New York 11801 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD12000003** between the County and the Contractor, executed on behalf of the County on July 2, 2012 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for one year, from April 1, 2012 through March 31, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

C & R Automotive d/b/a AAAA-1 Auto and Towing

By: Thomas Schmelzel
Name: Thomas Schmelzel
Title: Pres.
Date: 8-31-18

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 31st day of August in the year 2015 before me personally came Thomas Schmeltzer 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 the President of C.K. Automotive d/b/a AAA-1 Auto Towing, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

TAMAR HARUTUNIAN
Notary Public, State of New York
No. 02HA6129315
Qualified in Queens County
Commission Expires 06/20/2017

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Nassau County **Police Department**

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

August 19, 2015

C & R Automotive d/b/a AAAA-1 Auto and Towing
34 Charlotte Avenue
Hicksville, New York 11801
Attention: Thomas Schmeltzer

Re: County of Nassau and C & R Automotive d/b/a AAAA-1 Auto and Towing

Dear Mr. Schmeltzer:

I have enclosed the Amendment between the County of Nassau and C & R Automotive d/b/a AAAA-1 Auto and Towing, for towing services and storage facilities for the period of ***September 1, 2015 through January 15, 2016***.

After reviewing this Amendment, please sign it (in **BLUE INK**) on page 3 before a Notary Public, who will fill out the first acknowledgement of page 4. Please also affix your corporate seal on page 3.

After execution of this Amendment, please return it to my attention at the Nassau County Police Department Personnel and Accounting Bureau at the above address on or before **Monday AUGUST 31, 2015**, along with the following items:

1. Performance Bond: A performance bond or equivalent in the sum of $208,121.00, pursuant to paragraph 3 (ii) of the Original Agreement extended to **January 15, 2016**;

2. Insurance:

   (A) A certificate of insurance evidencing Garage Liability and Commercial General Liability Insurance coverage, naming Nassau County as additional insured, with a minimal limit of $3,000,000.00, pursuant to paragraph 9 of the Original Agreement.

   (B) A certificate of insurance evidencing Garage Keeper's Legal Liability Insurance with a minimal limit of $200,00.00, pursuant to paragraph 9 of the Original Agreement;

   (C) A certificate of New York State Workers' Compensation Insurance, pursuant to paragraph 9 of the Original Agreement; and

   (D) All insurance polices must contain a provision against cancellation or material change without at least thirty (30) days written notice to the County.

Continued on next page

3. Disclosure Statement: Listing the name and home addresses of all shareholders, officers and directors in your company.

YOUR SEPTEMBER 2015 PAYMENT MUST BE INCLUDED.

If you have any questions, feel free to contact me at (516) 573-7168.

Sincerely,
Gail McGrath-Gough
Administrative Assistant
Personnel and Accounting Bureau
Nassau County Police Department
1490 Franklin Avenue – Room 250
Mineola, New York 11501

cc: GS, GMCG

C&RAUTO-03 ELIU

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
YouZoom Insurance Services, Inc
6900 College Blvd
Ste 1000
Overland Park, KS 66211

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 240-8803 FAX (A/C, No): (877) 235-3393
E-MAIL ADDRESS: youzoom.servicecenter@arrowheadgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Universal Underwriters Insurance Company	41181
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
C&R AUTOMOTIVE, INC
DBA AAA-1 AUTO BODY & TOWING
34 CHARLOTTE AVENUE
HICKSVILLE, NY 11801

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		[redacted]	02/14/2015	02/14/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X		[redacted]	02/14/2015	02/14/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			[redacted]	02/14/2015	02/14/2016	AGGREGATE	$
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Garage Liability	X		[redacted]	02/14/2015	02/14/2016	Each Acc	1,000,000
A	Cust Auto-Dir Prim			[redacted]	02/14/2015	02/14/2016	Limit**	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Endorsement 0389 Applies: Customer Auto Legal Liability for Natural Disasters.
**Customer Auto Includes On-Hook Coverage.

Endorsement 0532 Applies: Certificate Holder is named as an Additional Insured - Garage Operations.
Endorsement 0533 Applies: Certificate Holder is named as an Additional Insured - Auto and/or Towing.

C&R AUTOMOTIVE, INC DBA AAA-1 AUTO BODY & TOWING's Unicover Policy carries liability limits of $1M underlying along with a $2M Commercial
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

NASSAU COUNTY POLICE DEPARTMENT
1499 FRANKLIN AVENUE
MINEOLA, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
YouZoom Insurance Services, Inc.

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AGENCY CUSTOMER ID: C&RAUTO-03 ELIU

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
YouZoom Insurance Services, Inc		C&R AUTOMOTIVE, INC DBA AAA-1 AUTO BODY & TOWING 34 CHARLOTTE AVENUE HICKSVILLE, NY 11801
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Umbrella for a total liability limit of $3M per occurrence.
Umbrella follows form for General, Auto, and Garage Liability.

Customer Auto includes On-Hook/Garage Keepers Coverage.

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NYSIF® New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (888) 997-3863

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 201970936
C & R AUTOMOTIVE INC.
AAA-1 AUTO & TOWING
32-34 CHARLOTTE AVE
HICKSVILLE NY 11801

POLICYHOLDER	CERTIFICATE HOLDER
C & R AUTOMOTIVE INC. T/A AAAA-1 AUTO & TOWING 32-34 CHARLOTTE AVE HICKSVILLE NY 11801	NASSAU COUNTY POLICE DEPT. 1490 FRANKLIN AVE. MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]	961253	09/01/2014 TO 09/01/2016	8/20/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2198 703-7 UNTIL 09/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 09/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

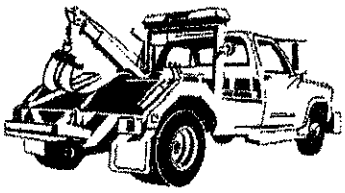
NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 375856300

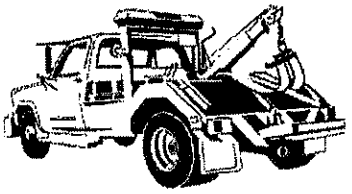
U-26.3



AAAA-1 Auto Body

Auto Body & Towing

112 Duffy Avenue Hicksville, New York 11801
Telephone: 516-931-8303 Fax# 516-433-1013



April 15, 2015

Nassau County Police Department
1490 Franklin Avenue
Mineola, NY 11501

The following is a "Disclosure Statement" listing the name and home addresses of the officers of the company as per requested for the contract renewal:

President
Thomas Schmeltzer
[redacted]

Vice President
Michael Schmeltzer
[redacted]

Thank you,

Michael Schmeltzer

Platte River Insurance Company
1600 Aspen Commons, Middleton, WI 53562

CONTINUATION CERTIFICATE

Platte River Insurance Company (hereinafter called the Company) hereby continues in force its Bond No.**41248452** in the sum of **Seventy Seven Thousand Nine Hundred Twenty Six and 59/100** Dollars ($**77,926.59**), on behalf of **C & R Automotive Inc dba AAAA-1 Auto & Towing, 112 Duffy Avenue, Hicksville, NY 11801** in favor of **Nassau County, 1550 Franklin Avenue, Mineola, NY 11501** for the (extended) term beginning on the **1st** day of **September**, **2015** and ending on the **15th** day of **January**, **2016**, subject to all the covenants and conditions of said Bond.

This continuation is executed upon the express condition that the Company's liability under said Bond, and this and all continuations thereof, shall not be cumulative and shall in no event exceed the sum of **Seventy Seven Thousand Nine Hundred Twenty Six and 59/100** Dollars (**$77,926.59**).

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed this **20th day of August, 2015**.

Platte River Insurance Company

Attest _____
Erika Zachman
Account Specialist

By: _____ (Seal)

Ronald Kaihoi, Attorney-in-fact (Title)

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41332036

Bond No. 41248452

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------JACK ANDERSON; RONALD KAIHOI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:

Gary W. Stumper
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 8th day of February, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN DANIEL W. KRUEGER NOTARY PUBLIC

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of August, 2015.

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450.

PR-POA (Rev. 02-2015)

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 20th day of August , 2015 , before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company** , the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

Caralee Mader

NOTARY PUBLIC

My Commission Expires 1/31/20

CARALEE MADER
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

PLATTE RIVER INSURANCE COMPANY

RIDER

To be attached to and form a part of Bond No. **41248452** in the amount of **$69,373.66** issued by **PLATTE RIVER INSURANCE COMPANY** **(Surety)** on behalf of **C & R Automotive Inc., dba AAAA-1 Auto Towing, 112 Duffy Avenue, Hicksville, NY 11801** **(Principal)** in favor of **Naussau County, 1550 Franklin Ave, Mineola, NY 11501, (Obligee).**

Whereas **Bond Amount Has Been Increased** :

From: $69,373.66

To: $77,926.59

Provided, however, that the Surety's liability as pertains to the above referenced bond shall not be cumulative or in any event exceed the above amount. All terms, conditions, agreements and limitations of the underlying bond remain unchanged.

to become effective **September 1, 2015**

Signed, sealed and dated: **August 20, 2015.**

Surety: **PLATTE RIVER INSURANCE COMPANY**

By: Ronald Kaihoi

Ronald Kaihoi, Attorney-in-Fact

Accepted by:

By: _____

J:Riders

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41332037

Bond No. 41248452

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------JACK ANDERSON; RONALD KAIHOI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of February, 2015.

Attest:

Gary W. Stumper
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

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STATE OF WISCONSIN DANIEL W. KRUEGER NOTARY PUBLIC

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

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Signed and sealed at the City of Middleton, State of Wisconsin this 20th day of August, 2015.

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

Antonio Celii
Secretary

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PR-POA (Rev. 02-2015)

ACKNOWLEDGEMENT OF SURETY

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Caralee Mader

NOTARY PUBLIC

My Commission Expires 1/31/20

CARALEE MADER
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: C+R Automotive

Address: 34 Charlotte Ave.

City, State and Zip Code: Hicksville NY 11801

2. Entity's Vendor Identification Number: 20-1970936

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

X Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Thomas Schmeltzer Pres [redacted]

Michael Schmeltzer VP [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

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

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

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

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: 6-17-15

Signed:

Print Name: Michael Schmeffer

Title: VP

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

Contract ID#: CQPD12000003 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 04 NIFS Entry Date 5/4/15 Term: **FROM**: 5-1-15 **TO**: 8-31-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name C & R Automotive d/b/a/ AAAA-1 Auto and Towing	Vendor ID# 201970936 01
Address 34 Charlotte Avenue Hicksville, New York 11801	Contact Person Thomas Schmeltzer EMAIL: [redacted] Phone (516) 931-8303

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☑		
	OMB	*NIFS Approval (Contractor Registered)*	☐		Yes ☐ No ☑ Not required if blanket resolution
7/10/15	County Attorney	*CA RE & Insurance Verification*	☑ 7/13/15		
7/13/15	County Attorney	*CA Approval as to form*	☑ 7/14/15		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☐ 7/17/2015		
	Comptroller	*NIFS Approval*	☑ 8/6/15		
8/17/15	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 8/17/15		

PR5254 (1/06)

Contract ID#: COPD12000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a one (1) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 2 & 5	$32,900.00 per annum
Zone 7	$34,100.00 per annum
Zone 8	$41,921.00 per annum
Zone 9	$41,997.00 per annum
Zone 12	$28,101.00 per annum
Zone 13	$29,102.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 75.000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 75,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 75.000
2		$
3		$
4	7/13/15	$
5		$
6		$
	TOTAL	$ 75.000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 05/01/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 8/17/15
Date 8/7/15	Date 8/6/15	(For Office Use Only) E #:

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: C & R Automotive d/b/a AAAA-1 Auto and Towing

CONTRACTOR ADDRESS: 34 Charlotte Avenue
Hicksv

FEDERAL TAX ID #: 201970936

Instructions: **Please check the appr** Comptroller **following roman numerals, and provide all the**

I. ☐ The contract was awarded to the **ertisement for sealed bids.** The contract was awa is published in_____ _____ [date]. The sealed bids were publicly opene ___ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **July 2, 2012** [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, **CQPD12-000003**, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

July 5, 2015
Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 3

AMENDMENT, dated as of **April 30, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) C & R Automotive d/b/a AAAA-1 Auto and Towing, having its principal office at 34 Charlotte Avenue, Hicksville, New York 11801 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD12000003** between the County and the Contractor, executed on behalf of the County on July 2, 2012 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for one year, from April 1, 2012 through March 31, 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and was extended to April 30, 2015.

WHEREAS, the Department is desirous of extending the term for a four month period from **May 1, 2015** through **August 31, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

C & R Automotive d/b/a AAAA-1 Auto and Towing

By: _____
Name: Michael Schmelltzer
Title: V-P
Date: 8-3-15

NASSAU COUNTY

By: _____
Name: Charles Ribando
Title: Deputy County Executive
Date: 8/17/15

PLEASE EXECUTE IN BLUE INK

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

On the 3 day of June in the year 2015 before me personally came Michael Schmeltzer 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 the Vice President of C&R Automotive, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Debbie DeLouise
NOTARY PUBLIC

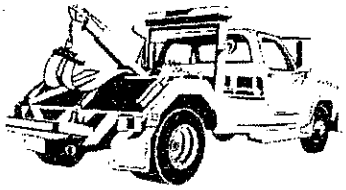
DEBBIE DeLOUISE
Notary Public, State of New York
No. 01DE5058527
Qualified in Nassau County
Commission Expires April 8, 2018

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

On the 17th day of August in the year 2015 before me personally came Charles Rizzuto 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 **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Condetta A Petrucci
NOTARY PUBLIC

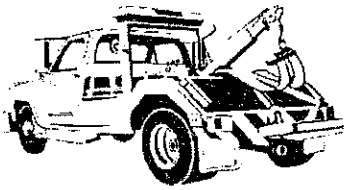
CONDETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6052621
Qualified in Nassau County
Commission Expires April 22, 2016



AAAA-1 Auto Body

Auto Body & Towing

112 Duffy Avenue Hicksville, New York 11801
Telephone: 516-931-8303 Fax# 516-433-1013



April 15, 2015

Nassau County Police Department
1490 Franklin Avenue
Mineola, NY 11501

The following is a "Disclosure Statement" listing the name and home addresses of the officers of the company as per requested for the contract renewal:

President
Thomas Schmeltzer
[redacted]

Vice President
Michael Schmeltzer
[redacted]

Thank you,

Michael Schmeltzer

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: C+R Automotive

Address: 34 Charlotte Ave.

City, State and Zip Code: Hicksville NY 11801

2. Entity's Vendor Identification Number: 20-1970936

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

X Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Thomas Schmeltzer Pres [redacted]

Michael Schmeltzer VP [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

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

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

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

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: 6-17-15

Signed:

Print Name: Michael Schmeffer

Title: VP

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

Contract ID#: CQPD12000003 Department: POLICE

#2

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD14000010 NIFS Entry Date 8/28/14 Term: FROM: 5-1-14 TO: 4-30-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name C & R Automotive d/b/a/ AAAA-1 Auto and Towing	Vendor ID# 201970936 01
Address 34 Charlotte Avenue Hicksville, New York 11801	Contact Person Thomas Schmeltzer EMAIL: [redacted] Phone (516) 931-8303

County Department	
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org	
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501	
Phone 516-573-7168	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	☑		
	OMB	NIFS Approval (Contractor Registered)	☑ 10/1/14		Yes ☐ No ☑ Not required if blanket resolution
10/14/14	County Attorney	CA RE & Insurance Verification	☑ 10/14/14		
10/20/14	County Attorney	CA Approval as to form	☑ 10/20/14		Yes ☐ No ☑
	Legislative Affairs	Fw'd Original Contract to CA	☐		
10/20/14	County Attorney	NIFS Approval	☑ 10/20/14		
	Comptroller	NIFS Approval	☑ 11/3/14		10/31/14
	County Executive	Notarization Filed with Clerk of the Leg	☐ 11/4/14		

PR5254 (1/06)

Contract ID#: COPD12000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a one (1) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 2 & 5	$32,900.00 per annum
Zone 7	$34,100.00 per annum
Zone 8	$41,921.00 per annum
Zone 9	$41,997.00 per annum
Zone 12	$28,101.00 per annum
Zone 13	$29,102.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	-
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3	J. Amato 10/17/14	$
4		$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 03/06/14

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name	Name	Date 11/6/14
Date 11/5/14	Date 11/13/14	(For Office Use Only)
		E #:

PR5254 (1/96)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: C & R Automotive d/b/a AAAA-1 Auto and Towing

CONTRACTOR ADDRESS: 34 Charlotte Avenue
Hicksville, New York 11801

FEDERAL TAX ID #: 201970936

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ **This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on July 2, 2012 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, CQPD12-000003, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ **Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ **Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the service required through an inter-municipal agreement.

VI. ☐ **This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/24/14

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 2

AMENDMENT, dated as of **March 31, 2014** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) C & R Automotive d/b/a AAAA-1 Auto and Towing, having its principal office at 34 Charlotte Avenue, Hicksville, New York 11801 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD12000003** between the County and the Contractor, executed on behalf of the County on July 2, 2012 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for one year, from April 1, 2012 through March 31, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and was extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through **April 30, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

C & R Automotive d/b/a AAAA-1 Auto and Towing

By: _____ VP
Name: Michael Schaelher
Title: V-P
Date: 8-13-14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: Deputy County Executive
Date: 11/6/14

PLEASE EXECUTE IN BLUE INK

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

On the 13 day of August in the year 2014 before me personally came Michael Schmelz 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 the Vice President of C & R Automotive, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Mary T. Rodriguez
Notary Public, State of New York
No. 01R06180799
Qualified in Nassau County
My Commission Expires 01/14/2016

NOTARY PUBLIC

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

On the 6 day of November in the year 2014 before me personally came Richard R. Walker 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 **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6258026
Qualified in Nassau County
Commission Expires April 02, 2016

#1

Contract ID#: CQPD120000003 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD130000 06 NIFS Entry Date 4/22/13 Term: FROM: 4-1-13 TO: 4-30-14

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name C & R Automotive d/b/a AAAA-1 Auto & Tow	Vendor ID# 201970936
34 Charlotte Avenue Hicksville, NY 11801	Contact Person Thomas Schmeltzer EMAIL: [redacted]
	Phone (516) 433-1011

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB – Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
4/22/13 AM 9:15	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☑ ☐ 4/22/13		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 4/26/13		Yes ☑ No ☐ Not required if blanket resolution
4/29/13	County Attorney	*CA RE & Insurance Verification*	☑ 4/30/13		
	County Attorney	*CA Approval as to form*	☒ 5/8/13		Yes ☐ No ☒
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☒ 5/8/13		
	Comptroller	*NIFS Approval*	☑ 6/27/13	CGL	
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 7/9/13		

PR5254 (1/06)

Contract ID#: COPD120000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for hiss assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 2 & 5-	$32,900 per annum	Zone 9 -	$41,997 per annum
Zone 7 -	$34,100 per annum	Zone 12 -	$28,101 per annum
Zone 8 -	$41,921 per annum	Zone 13 -	$29,102 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDHU143/DE500	$ .01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ .01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 7/9/13
Date 6/28/13	Date 6/27/13	E #: (For Office Use Only)

PR5254 (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: C&R Automotive dba AAAA-1

CONTRACTOR ADDRESS: 34 Charlotte Avenue, Hicksville, NY 11801

FEDERAL TAX ID #: 201970936

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on July 2, 2012 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, CQPD12-000003, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ **This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ **This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4-24-18

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of February 5, 2013 (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) C & R Automotive d/b/a AAAA-1 Auto and Towing, having its principal office at 34 Charlotte Avenue, Hicksville, New York 11801 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQPD12000003 01 between the County and the Contractor, executed on behalf of the County on July 2, 2012 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests, and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for one year, from April 1, 2012 through March 31, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a 13 month period from April 1, 2013 through April 30, 2014; and

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

1. Term. The Original Agreement shall be extended for one year one (1) month, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2014.

2. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

LORIANN ODIERNA
Notary Public State of New York
Qualified in Nassau County
Lic.#01OD6120667
Commission Expires Dec. 27, 16

C & R Automotive d/b/a AAAA-1 Auto and Towing

By: [signature]
Name: Thomas Schlume
Title: Pres
Date: 12-15-13

NASSAU COUNTY

By: [signature]
Name: Richard R. Walker
Title: Deputy County Executive
Date: 7/9/13

PLEASE EXECUTE IN BLUE INK

Contract ID#: COPD12-000 003

E-128-12

Department: Police

Contract Details

SERVICE: County Impound and Towing

NIFS ID #: COPD12-000 003 NIFS Entry Date: 5-3-12 Term: from 04/01/12 to 03/31/13

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name C & R Automotive d/b/a AAAA-1 Auto and Towing	Vendor ID# 201970936-01
Address 34 Charlotte Avenue Hicksville, New York 11801	Contact Person T. Schmeltzer Phone 516-433-1011

County Department	
Department Contact Karen Taggert	
Address 1490 Franklin Ave Mineola, NY 11501	
Phone 516-573-7212	

Routing Slip

Date Rec'd	Department	Internal Verification		Date Approved	Signature	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)*	☑ ☐	5-3-12		
	OMB	*NIFS Approval*	☑	5/4/12		Yes ☐ No ☑ Not required if blanket resolution
5/7/12	County Attorney	*CA RE & Insurance Verification*	☑	5/7/12		
	County Attorney	*CA Approval as to form*	☐	5/8/12		Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐	5/22/12		
	Rules ☐/ Leg. ☐		☐			
	County Attorney	*NIFS Approval*	☐	06/06/2012		
	Comptroller	*NIFS Approval*	☒	6/6/12		
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ ☐	5/22/12		

Contract Summary

Description: County Impound and Towing

Purpose:
To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.

Method of Procurement:

Formal sealed bidding process.

Procurement History:

Procured through bid #9899-05269-038 dated 05/14/09

Description of General Provisions:

Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a one (2) year contract with an option by the County to renew up to an additional 2-years under the same terms.

It is necessary to have such tow cars available at the direction of Police Department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract within the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis:

Vendor agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 2 & 5 -	$32,900 per annum	Zone 9 -	$41,997 per annum
Zone 7 -	$34,100 per annum	Zone 12 -	$28,101 per annum
Zone 8 -	$41,921 per annum	Zone 13 -	$29,102 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, $2,000 is being encumbered for this purpose.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	PDH10
Resp:	PDH1143
Object:	DE500
Transaction:	103

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	$
County	$ 2,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 2,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 2,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 2,000.00

APPROVED: 5/7/12

INSURANCE SECTION

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: K. Taggert, Esq.. Date: 04/6/12

CQPD12000003

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name: JV	Name:	Date: 5/22/12
Date: 6/15/12	Date: 6/14/12	(For Office Use Only) E #:

E-128-12

RULES RESOLUTION NO. 149 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND C&R AUTOMOTIVE INC. DBA AAAA-1 AUTOBODY & TOWING

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-4-12
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County of Nassau, has negotiated a personal services agreement with C&R Automotive Inc. dba AAAA-1 Autobody &Towing for towing and impound related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with C&R Automotive Inc. dba AAAA-1 Autobody &Towing

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George Maragos
Comptroller

OFFICE OF THE COMPTROLLER

240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: C & R AUTOMOTIVE d/b/a AAA-1 AUTO & TOWING

CONTRACTOR ADDRESS: 34 Charlotte Avenue, Hicksville, New York 11801

FEDERAL TAX ID #: 201970936

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☑ **The contract was awarded to the HIGHEST, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in Newsday on May 14, 2009. The sealed bids were publicly opened on May 26, 2009. Eleven (11) sealed bids were received and opened

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____

_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

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Department Head Signature

5/3/12

Date

NOTE: *Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

C & R AUTOMOTIVE INC.

dba AAAA-1 AUTOBODY & TOWING
34 CHARLOTTE AVE.
HICKSVILLE,N.Y. 11801

Karen L.Taggart
Deputy County Attorney
Legal Bureau

DISCLOSURE STATEMENT

Thomas Schmeltzer
[redacted]
Sole Principal, Shareholder and Director of C.& R Automotive Inc.

Officers of C & R Automotive Inc.
Thomas Schmeltzer . President
[redacted]

Michael Schmeltzer . Vice President
[redacted]

PLATTE RIVER INSURANCE COMPANY

RIDER

To be attached to and form a part of Bond No. 41248452 in the amount of $208,121.00 issued by PLATTE RIVER INSURANCE COMPANY (Surety) on behalf of C & R Automotive Inc. dba AAA-1 Auto & Towing, 112 Duffy Avenue, Hicksville, NY 11801 (Principal) in favor of Nassau County, 1550 Franklin Avenue, Mineola, NY 11501, (Obligee).

Whereas Principal Name Has Been Changed :

From: C & R Automotive Inc. dba AAA-1 Auto & Towing

To: C & R Automotive Inc. dba AAAA-1 Auto & Towing

Provided, however, that the Surety's liability as pertains to the above referenced bond shall not be cumulative or in any event exceed the above amount. All terms, conditions, agreements and limitations of the underlying bond remain unchanged.

to become effective April 1, 2012

Signed, sealed and dated: March 28, 2012.

Surety: PLATTE RIVER INSURANCE COMPANY

By: Ronald Kaihoi

Ronald Kaihoi, Attorney-in-Fact

Accepted by:
Nassau County

By: _____

J:Riders

Bond No. 41248452
41248459

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----------JACK ANDERSON; RONALD KAIHOI----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----------ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $10,000,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY

David F. Pauly
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

DANIEL W KRUEGER

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 28th day of March, 2012.

SEAL

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-473-4450.

PR-POA 15-11

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA]
COUNTY OF CHIPPEWA]

On this 28th day of March , 2012 , before me, a Notary Public within and for said County, personally appeared **Ronald Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Platte River Insurance Company** , the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ronald Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

Rebecca J. Risa

NOTARY PUBLIC
My Commission Expires 1/31/2015

REBECCA J. RISA
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20~~18~~ 12 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) C&R Automotive Inc. d/b/a AAAA-1 Auto & Towing., a corporation formed pursuant to the laws of the State of New York having its principal office at 34 Charlotte Avenue, Hicksville, New York 11040 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is under a direction to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles as a result of mechanical breakdowns, accidents and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles as become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use services to tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec. 103, has, under Nassau County Bid No. 9899-05269-038, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, COUNTY desires to hire the CONTRACTOR to perform the services described in this Agreement; and

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

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

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

2017 T/S

1. (a) Term. This Agreement shall commence within April 1, ~~2010~~ and terminate on March 31, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this Agreement. COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone or zones numbered 2, 5., 7, 8, 9, 12 and 13 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone or zones assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If a zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, CONTRACTOR may in such cases, and if such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph two (2) subparagraph (g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day.

The tow company engaged pursuant to paragraph two (2) subparagraph (g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by the DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES

I. PASSENGER CARS, TAXIS, AND MOTORCYCLES:

1. TOWING RATE $85.00
2. STORAGE RATE FOR THE FIRST SEVEN (7) DAYS $10.00 per day
3. STORAGE RATE AFTER SEVEN (7) DAYS $15.00 per day
4. ADDITIONAL STORAGE RATE AFTER THIRTY DAYS $25.00 per day
5. BRAKE TEST $40.00

II. COMMERCIAL VEHICLES:

1. TOWING RATE UP TO 8,000 POUNDS UNLADEN WEIGHT $120.00
2. EACH ADDITIONAL 4,000 POUNDS OR PART THEREOF $ 15.00
3. STORAGE RATE FOR VEHICLES UP TO 30' IN LENGTH:

A. FOR THE FIRST SEVEN (7) DAYS $15.00 per day
B. AFTER SEVEN (7) DAYS $20.00 per day
C. AFTER THIRTY (30) DAYS $25.00 per day

4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:

A. FOR THE FIRST SEVEN (7) DAYS $20.00 per day
B. AFTER SEVEN (7) DAYS $30.00 per day
C. AFTER THIRTY (30) DAYS $45.00 per day

5. BRAKE TEST $60.00

III. COUNTY STORAGE RATE (County Charge) $2.50 per day

IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITY TO ANOTHER COUNTY-OWNED STORAGE FACILITY $75.00

V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONAL CHARGES ARE PERMITTED.

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound.

If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph two (2), subparagraph "m," when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle, COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the "County Storage Rate" ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the date the DEPARTMENT'S hold is removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to

the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle) access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:

(i) CONTRACTOR agrees to pay for the franchises herein granted

annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 2 & 5-	$32,900 per annum	Zone 9 -	$41,997 per annum
Zone 7 -	$34,100 per annum	Zone 12 -	$28,101 per annum
Zone 8 -	$41,921 per annum	Zone 13 -	$29,102 per annum

The check shall be made payable to the "Nassau County" in the amount of $17,343.41 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for

the next ensuing month. If the franchise fee or any portion thereof is not received by the fifth day of the month, then CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late payment penalty for a monthly payment amount of $17,343.41 outstanding and not paid until the fifteenth day of the month would be figured as follows: $17,343.41 x 0.20 = $3,468.68 / 365 = $9.50 x 15 = $142.55). If this Agreement commences after the first of the month, then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $208,121.00 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(b) The amount to be paid to the CONTRACTOR as full consideration for

the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(c) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the CONTRACTOR in arrears and shall be contingent upon (i) the CONTRACTOR submitting a claim voucher (the "Voucher") in a form satisfactory to the COUNTY, that (A) states with reasonable specificity the services provided and the payment requested as consideration for such services, (B) certifies that the services rendered and the payment requested are in accordance with the Agreement, and (C) is accompanied by documentation satisfactory to the COUNTY supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the DEPARTMENT and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(e) 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 COUNTY.

(f) 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 COUNTY did not desire to receive such services.

4. Independent Contractor. The CONTRACTOR is an independent contractor of the COUNTY. The CONTRACTOR shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the CONTRACTOR (a "Contractor Agent"), be (i) deemed a COUNTY employee, (ii) commit the COUNTY to any obligation, or (iii) hold itself, himself, or herself out as a COUNTY employee or Person with the authority to commit the COUNTY to any obligation. As used in this Agreement the word "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 COUNTY upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the COUNTY, including any obligation to pay taxes to, or perform services for or on behalf of, the COUNTY.

6. Compliance With Law. (a) 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. 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) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The CONTRACTOR acknowledges that CONTRACTOR

Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the COUNTY shall make reasonable efforts to notify the CONTRACTOR of such request prior to disclosure of the Information so that the CONTRACTOR may take such action as it deems appropriate.

7. 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 COUNTY 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 DEPARTMENT and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' 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.

(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'S agents to, cooperate with the COUNTY and the DEPARTMENT in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the CONTRACTOR and/or a CONTRACTOR'S 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 and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (ii) in form and substance acceptable to the COUNTY. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. The

CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the CONTRACTOR under this Agreement.

(c) 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 DEPARTMENT. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the DEPARTMENT of the same and deliver to the DEPARTMENT renewal or replacement certificates of insurance. The CONTRACTOR shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages.
The failure of the CONTRACTOR to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the COUNTY reserves the right to consider this Agreement terminated as of the date of such failure.

10. 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 County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement

to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

(c) By the CONTRACTOR. This Agreement may be terminated by the CONTRACTOR if performance becomes impracticable through no fault of the CONTRACTOR, where the impracticability relates to the CONTRACTOR'S ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the CONTRACTOR delivering to the Commissioner or other head of the DEPARTMENT (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the CONTRACTOR is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the CONTRACTOR'S right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the DEPARTMENT (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. (a) The CONTRACTOR shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the CONTRACTOR is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the DEPARTMENT, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of

impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures. CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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 upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the COUNTY shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the DEPARTMENT and the (ii) the County Attorney (at the address specified above for the COUNTY) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the COUNTY.

(b) 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. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau COUNTY in New York State and the parties expressly waive any objections to the same on any grounds, including venue

and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a COUNTY employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the DEPARTMENT, to the attention of the Commissioner at the address specified above for the DEPARTMENT, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the DEPARTMENT) at the address specified above for the COUNTY, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth

above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

17. 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.

18. 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. In the event of a conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of ONE HUNDRED SIXTY and 00/100 ($160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau County" by the CONTRACTOR upon signing this Agreement.

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

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

(b) Availability of Funds. The COUNTY shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the COUNTY from the state and/or federal governments.

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

C&R AUTOMOTIVE, Inc. D/B/A AAAA-1 AUTO & TOWING

By: Thomas Schmeltzer

Name: Thomas Schmeltzer

Title: President

Date: 3/28/12

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: Deputy County Executive

Date: 6/27/12

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 28th day of March in the year ~~2010~~ 2012 before me personally came Thomas Schmetzer to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 the President of C&L Automotive, Inc. d/b/a AAA-1 Auto + Towing the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

HOWARD D. AVRUTINE
Notary Public, State of New York
No. 02AV4811849
Qualified in Nassau County
Commission Expires November 30, 2014

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 27 day of June in the year ~~2010~~ 2012 before me personally came Richard R. Walker to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 Deputy COUNTY Executive of the COUNTY of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the COUNTY Government Law of Nassau COUNTY.

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft. 1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and Traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motorboat or aircraft or for furnishing gasoline or other supplies therefore and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, Motorboat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be entitled to a lien for the reasonable costs of such towing and storage,

provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being Claimed for such towing and storage, and the address and times at which Said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five-day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor

Vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

§ 200. Sale of personal property to satisfy a lien. A lien against personal property, other than the lien of a warehouseman pursuant to section 7--209 of the uniform commercial code, the lien of a carrier pursuant to section 7--307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale Of such property according to the provisions of this article.

§ 201. Notice of sale. Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within such county, or if the property affected, other than a security, is of a value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to

his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, or by first-class mail if the lienor has obtained from the United States post office department a certificate of mailing. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon

such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens. Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment canceling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception. 1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one

or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

§ 202-a. Sale of a security. A description of a security, as such term

is defined in section two hundred two, substantially similar to the description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§ 202-b. Pledgee may buy at public sale. Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§ 203. Redemption before sale. At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§ 204. Disposition of proceeds. Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon

all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive. The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien. An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract,

for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon. If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment. In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the

surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court. Where the action is brought in a court, other than one of those specified in section two hundred and seven, if the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application. Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support. 1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social

services law shall have a lien against personal property owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.

2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BID NUMBER
9899-05269-038

Dated: 05/14/09

BIDS WILL BE RECEIVED AND OPENED AT
OFFICE OF PURCHASING
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501

BID OPENING DATE
05/26/09
11:00 A.M. E.D.S.T.

RECEIVED 2009 OFFICE OF PURCHASING

BUYER	TELEPHONE	REQUISITION NUMBER
GERALD KRAUS	(516) 571-2036	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF N/A PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:	GUARANTEED DELIVERY DATE
ZONES 1 & 4, 2 & 5, 15 THRU 20 NASSAU COUNTY POLICE DEPARTMENT – LEGAL BUREAU 1490 FRANKLIN AVENUE MINEOLA, N.Y. 11501 ATT: KIM KRAMER @ (516) 573-7210	N/A DAYS AFTER RECEIPT OF ORDER
	EMPLOYERS FEDERAL TAX ID NUMBER 20197936 201970936

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER: C & R Automotive Inc. – DBA AAA-1 Auto & Towing

ADDRESS: 34 Charlotte Ave.

CITY: Hicksville STATE: NY ZIP CODE: 11801 TELEPHONE: 516.433.1011

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

PRINT OR TYPE NAME OF SIGNER AND TITLE: Thomas Schmeltzer President

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model. Except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: C & R Automotive Inc. - DBA AAA-1 Auto & Towing

Address: 34 Charlotte Ave. Hicksville, NY 11801

Telephone No: 516.433.1011 Fax No: 516.433.1013

1. State Whether: A Corporation S-Corporation

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Thomas Schmidt _____ President _____
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Westbury Jeep

ADDRESS: 111 Bond Street

Westbury, NY 11590

TELEPHONE: 516.333.2666 CONTACT PERSON Randy Sporrn

CONTRACT DATE: 2004

2. REFERENCE'S NAME: Grand Prix Jeep

ADDRESS: 860 S. Broadway

Hicksville, NY 11801

TELEPHONE: 516.822.6800 CONTACT PERSON Pete Donnoly

CONTRACT DATE: 2004

3. REFERENCE'S NAME: Old Brookville Police Department

ADDRESS: 5701 Nothern Blvd.

Old Brookville, NY 11545

TELEPHONE: 516.626.1300 CONTACT PERSON P.O. Dodd

CONTRACT DATE: January 18, 2008

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Thomas Schmitt President

As used in this Appendix EE the term "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.

NOTE:
CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

62. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand ($50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand ($50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

1.) addressing a grievance or negotiating or administering a collective bargaining agreement;

2.) allowing a labor organization or its representative's access to the employer's facility or property;
3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and

4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency; Authority or Office shall:

1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

Section 8. Enforcement.

A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.

B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;

C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

PERIOD COVERED: Shall be for three (3) years from the effective date of the contract The County of Nassau reserves the right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Contract as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

NOT WITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] President
BIDDER TITLE

DEFAULT: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will arrange for the work to b done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

GENERAL CONDITIONS:

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.
- All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.
- Except as otherwise specified, all contract requirements will be performed at the site as required.
- Any requirement to remove any part of the equipment of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau shall supply all utilities which are available on location insofar as compatibility requirements permit.
- All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Thomas Schmitt — President

BIDDER — TITLE

NOTICE TO ALL BIDDERS:

Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] President
BIDDER TITLE

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] President
BIDDER

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable"

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT. OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000.00) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part thereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] President

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS
(516) 571-3936

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (20) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE President

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

Employees of the Contractor while on service call shall carry an identification badge or cards, and shall be instructed to submit same to scrutiny upon request by security or supervisory personnel of Nassau County.

NOTICE TO BIDDERS:

Any Contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay; following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor; then southerly along said County lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the Town Line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike) then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike), to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5. BID OFFER: $ 32,900.00 ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3. BID OFFER: $ Ø ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Thomas Schmidt President

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to Route 107 then southerly along the eastern extremity of Route 107 to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkwayt, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of Wantagh State Parkway to the point of beginning.

ZONE 9. BID OFFER: $ 41,997.00 ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ Ø ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11. BID OFFER $ 10,000.00 ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

President

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Jarretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly along the western boundary line of the Incorporated Village of Rockville Centre to the point of beginning.

ZONE 15 BID OFFER $ Ø ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue to the point of beginning.

ZONE 16 BID OFFER $ Ø ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Thomas Schmidt President
BIDDER TITLE

Zone 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along the western extremity of Domar Canal to Garretts Lead, then northeasterly following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ Ø ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the County of Nassau Line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach; south on this boundary line to the Atlantic Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20 BID OFFER $ Ø ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

President

2008

Zone	Total Impounds
1	5
2	41
3	46
4	347
5	45
6	174
7	238
8	423
9	423
10	473
11	528
12	413
13	256
14	201
15	63
16	291
17	344
18	92
19	188
20	146

ALL BIDS MUST BE F.O.B/DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Thomas Schmelle President

BIDDER TITLE

DESCRIPTION OF VEHICLE
Make 2004
Year FORD
Mfr. No. 8124
25343TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

4-21-09

Issued to

AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 247

By ..... TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make FORD
Year 2006
Mfr. No. 2524
25355TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

4-21-09

Issued to

AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 242

By ..... TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make FORD
Year 2007
Mfr. No. 0559
27486TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

Issued to 4-21-09

AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 243

By _____
TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make FORD
Year 2007
Mfr. No. 6729
32190TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

Issued to 4-21-09

AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 244

By _____
TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make FORD
Year 2008
Mfr. No. 8747
32188TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

4-21-09

Issued to

AAA-1 AUTOBODY & TOWING

of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 245

By Mark Bonilla
TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make FORD
Year 2008
Mfr. No. 7835
32189TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

4-21-09

Issued to

AAA-1 AUTOBODY & TOWING

of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 249

By Mark Bonilla
TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make FORD
Year 2009
Mfr. No. 3538
32196TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

4-21-09

Issued to
AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 248

By _____
TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make DODGE
Year 2008
Mfr. No. 0126
33834TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

Issued to
AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 246

By _____
TOWN CLERK

EXPIRES JUNE 30, 2009

DESCRIPTION OF VEHICLE
Make DODGE
Year 2009
Mfr. No. 6049
33834TW

TOWN OF HEMPSTEAD
UNRESTRICTED
2008/2009
LICENSED TOW CAR

Licensed pursuant to the provisions of Chapter 183, Code of the Town of Hempstead, regulating the operation of Tow Cars.

4-21-09

Issued to
AAA-1 AUTOBODY & TOWING

Of HICKSVILLE, NY

By Direction of
MARK A. BONILLA
Town Clerk

LICENSE 250

TOWN OF OYSTER BAY
Office of the Town Clerk
Audrey Avenue, Oyster Bay, NY 11771-1592
Telephone (516) 624-6322

LICENSED TOW CAR OWNER
UNRESTRICTED

32

NAME OF LICENSED OWNER		
AAA 1 TOWING SERVICE		
STREET ADDRESS		
34 CHARLOTTE AVENUE		
POST OFFICE		ZIP CODE
HICKSVILLE		11801
NUMBER OF VEHICLES	NUMBERS ISSUED	THIS LICENSE EXPIRES
9	59-67	6-30-09

STEVEN LABRIOLA KW

TC-LTO-4C (3/88)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR

67

UNRESTRICTED

NAME OF LICENSED OWNER AAA-1 TOWING SERVICE		
STREET ADDRESS 34 CHARLOTTE AVENUE		
POST OFFICE HICKSVILLE		ZIP CODE 11801
OWNER'S LICENSE NO. 32	N.Y. STATE LICENSE NO. 32196TW	THIS LICENSE EXPIRES 6-30-2009
	3538	STEVEN LABRIOLA KW

TC-LTC-4F (3/89)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR
UNRESTRICTED

63

NAME OF LICENSED OWNER AAA -1 TOWING SERVICE		
STREET ADDRESS 34 CHARLOTTE AVENUE		
POST OFFICE HICKSVILLE		11801
OWNER'S LICENSE NO. 32	N.Y. STATE LICENSE NO. 32188TW	THIS LICENSE EXPIRES 6-30-2009

STEVEN LABRIOLA KW

TC-LTC-4F (3/59)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR
UNRESTRICTED

65

NAME OF LICENSED OWNER AAA -1 TOWING SERVICE		
STREET ADDRESS 34 CHARLOTTE AVENUE		
POST OFFICE HICKSVILLE		ZIP CODE 11801
OWNER'S LICENSE NO. 32	N.Y. STATE LICENSE NO. 33834TW	THIS LICENSE EXPIRES 6-30-2009

STEVEN LABRIOLA KW

TC-LTC-4F (3/59)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR 61

UNRESTRICTED

NAME OF LICENSED OWNER AAA -1 TOWING SERVICE		
STREET ADDRESS 34 CHARLOTTE AVENUE		
POST OFFICE HICKSVILLE		ZIP CODE 11801
OWNER'S LICENSE NO. 32	N.Y. STATE LICENSE NO. 27486TW	THIS LICENSE EXPIRES 6-30-2009

STEVEN LABRIOLA KW

TC-LTC-4F (3/69)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR 62

UNRESTRICTED

NAME OF LICENSED OWNER AAA-1 TOWING SERVICE		
STREET ADDRESS 34 CHARLOTTE AVENUE		
POST OFFICE HICKSVILLE		ZIP CODE 11801
OWNER'S LICENSE NO. 32	N.Y. STATE LICENSE NO. 32190TW	THIS LICENSE EXPIRES 6-30-09

STEVEN LABRIOLA KW

TC-LTC-4F (3/69)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR 59
UNRESTRICTED

NAME OF LICENSED OWNER: AAA-1 TOWING SERVICE		
STREET ADDRESS: 34 CHARLOTEE AVENUE		
POST OFFICE: HICKSVILLE		ZIP CODE: 11801
OWNER'S LICENSE NO.: 32	N.Y. STATE LICENSE NO.: 25343TW	THIS LICENSE EXPIRES: 6-30-2009

STEVEN LABRIOLA KW

TC-LTC-4F (3/69)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR 60
UNRESTRICTED

NAME OF LICENSED OWNER: AAA-1 TOWING SERVICE.		
STREET ADDRESS: 34 CHARLOTTE AVENUE		
POST OFFICE: HICKSVILLE		ZIP CODE: 11801
OWNER'S LICENSE NO.: 32	N.Y. STATE LICENSE NO.: 25355TW	THIS LICENSE EXPIRES: 6-30-09

STEVEN LABRIOLA KW

TC-LTC-4F (3/69)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR
UNRESTRICTED

64

NAME OF LICENSED OWNER		
AAA -1 TOWING SERVICE		
STREET ADDRESS		
34 CHARLOTTE AVENUE		
POST OFFICE		ZIP CODE
HICKSVILLE		11801
OWNER'S LICENSE NO.	N.Y. STATE LICENSE NO.	THIS LICENSE EXPIRES
32	32182TW	6-30-2009

STEVEN LABRIOLA KW

TC-LTC-4F (3/89)

TOWN OF OYSTER BAY
OFFICE OF THE TOWN CLERK
AUDREY AV., OYSTER BAY, NEW YORK 11771
Telephone (516) 624-6322

LICENSED TOW CAR
UNRESTRICTED

66

NAME OF LICENSED OWNER		
AAA-1 TOWING SERVICE		
STREET ADDRESS		
34 CHARLOTTE AVENUE		
POST OFFICE		ZIP CODE
~~LACKSWANNA~~ HICKSVILLE		11801
OWNER'S LICENSE NO.	N.Y. STATE LICENSE NO.	THIS LICENSE EXPIRES
32	32182TW	6-30-2009

STEVEN LABRIOLA KW

TC-LTC-4F (3/89)

Keep this document to show to the police and courts.

EX221008

06/30/09

>DEMA< HD

[redacted]

2004 FORD NEW

6 09

NEW YORK STATE REGISTRATION DOCUMENT

NEW

2004 FORD NONTRANSFERABLE

NEW BY: [redacted] 22 2008

Plate: 06/30/09

CAR AUTOMOTIVE INC DEMA

4 CHARLOTTE AVE 153175

HICKSVILLE NY 11801

EX221008 VOID IF ALTERED, COPIES OR LADDERS

STOP

STOP

DON'T PEEL STICKER FROM FRONT - SEE BACK!

EY266542

04/30/10

>DEMA< HD

[redacted]

2006 FORD TOW

[redacted]

4 10

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

[redacted] NONTRANSFERABLE

TOW BK: 1FDAF56P46EA02524

0-5000 D 8 EY266542 MAR 09 2009

JLN HCK415

Expire 04/30/10

[redacted] >DEMA<

24 CHARLOTTE AVE 112.25

HICKSVILLE NY 11801

ANNUAL CHG

EY266542 VOID IF ALTERED EXCEPT FOR ADDRESS 112.25

DON'T PEEL STICKER FROM FRONT - SEE BACK!

EW225412

10/31/09

>DEMA< HD

10 [redacted] 09

2007 FORD FOR

32190TW TOW 0

STOP

STOP

Keep this document to show to the police and courts

NEW YORK STATE REGISTRATION DOCUMENT

TOW

32190TW

2007 FORD NONTRANSFERABLE

[redacted]

AUTOMOTIVE

CHARLOTTE AVE

MIDDLE

EW225412

EX221009

10/31/10

10 [redacted] 10

2007 FORD TOW

NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted] NONTRANSFERABLE

[redacted] 2008

[redacted] ZAH TCK409

10/31/10

C&K AUTOMOTIVE INC DEMA

34 CHARLOTTE AVE 10.6.25

HICKSVILLE NY 11801

EX221009 VOID IF ALTERED EXCEPT FOR ADDRESS 29.2.50

Tow

EX221114

11/30/09

>DEMA< HD

11 [redacted] 09

NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

NOV 04 2008

Expir 11/30/09

>DEMA<

115.25

ANNUAL CHG

ANTEAD (INCL ADD CHG)

3.00

EX221114 VOID IF ALTERED OR USED FOR ADDRESS

$500

Tax

EW225758

10/31/09

>DEMA< HD [redacted]

2008 FORD TOW

2188TW TOW 5

10 09

NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

EW225758 OCT 22 2008

10/31/09

>DEMA<

CAR AUTOMOTIVE INC

21 CHARLOTTE AVE

HICKSVILLE NY 11801

EW225758 VOID IF ALTERED, EXCEPT FOR ADDRESS

Ford

Tow

DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and courts.

EY260279

02/28/10

[redacted] HD

[redacted]

2008 FORD TOW

[redacted] TOW

2 10

MV-630TR (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

2008 FORD NONTRANSFERABLE

TOW BK [redacted]

[redacted] D 6 [redacted] 9 FEB 23 2009

W/Seats Fuel/Cyl ALF HCK406

Expires 02/28/10

C&R AUTOMOTIVE INC >DEMA<

112 DUFFY AVE 153.75

HICKSVILLE NY 11801

ANNUAL CHG

AMT PAID (INCL AND EITC)

EY260279 VOID IF ALTERED EXCEPT FOR ADDRESS 7810.71

ST-176(MV) NEW YORK STATE

RECEIPT FOR PAYMENT OF SALES TAX

JURIS 2811 RATE 8.625% 7549.46

9022300406 [redacted] ALF

[redacted]

C&R AUTOMOTIVE INC

DON'T PEEL STICKER FROM FRONT - SEE BACK!

EX227542

12/31/09

>DEMA< HD

12 [redacted] 09

2009 FORD TOW

32196TW TOW 2

Keep this document to show to the police and courts

NEW YORK STATE REGISTRATION DOCUMENT

TOW

32196TW

2009 FORD NONTRANSFERABLE

[redacted] 10-2009

MH8HC409

12/31/09

CWR AUTOMOTIVE INC >DEMA<

24 CHARLOTTE AVE

CHESWILD NY 10901

EX227542

674

6396

DON'T PEEL STICKER FROM FRONT - SEE BACK!

EY264212

03/31/10

>DEMA< HD

[redacted]

2009 DODG TOW

33834TW TOW 2

3 10

Keep this document to show to the police and courts.

MV-82T8 (5/07) NEW YORK STATE REGISTRATION DOCUMENT - NAM

TOW

[redacted]

2009 DODG NONTRANSFERABLE

TOW BK B[redacted]

019500 D 6 [redacted]

Wt/Seats Fuel/Cyl [redacted]

Expires 03/31/10

C&R AUTOMOTIVE INC >DEMA<

111 DUFFY AVE 115 55

HICKSVILLE NY 11801

ANNUAL CHG

EY264212 VOID IF ALTERED SEE FOR ADDRESS 332 25

TOWN OF HEMPSTEAD
2008/2009
TOW CAR DRIVER
LICENSE NO. 225

ISSUED TO: MICHAEL SCHMELTZER
OF 36 CHARLES ST. · HICKSVILLE, N.Y.

EXPIRES JUNE 30, 2009

NOT TRANSFERABL

MICHAEL SCHMELTZER

TOWN OF OYSTER BAY
1653
NEW YORK

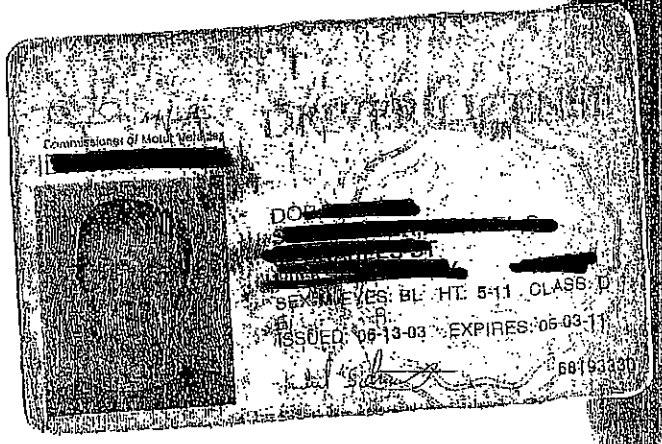
TOWN
OF
OYSTER BAY

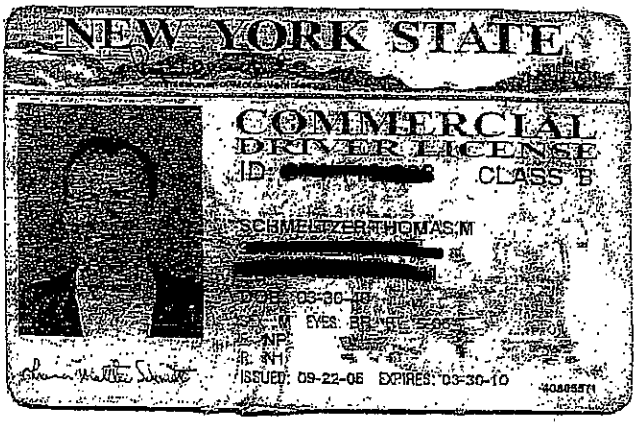
No. 8

Tow Car Driver
2008

Steven L. Labriola
Town Clerk

Expires:06/30/2009




NEW YORK STATE
COMMERCIAL
DRIVER LICENSE
ID:
CLASS B
SCHMELTZER,THOMAS,M
DOB: 03-30-49
EYES:
NP
ISSUED: 09-22-06 EXPIRES: 03-30-10

THOMAS SCHMELTZER

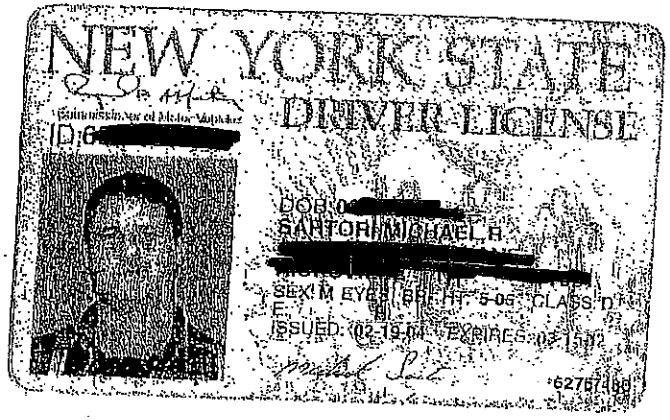
No. 60

TOWN
OF
OYSTER BAY

Tow Car Driver
2009

Steven L. Labriola
Town Clerk

Expires: [redacted]2009


NEW YORK STATE
DRIVER LICENSE
ID:6
DOB:0
SANTORI MICHAEL H
SEX:M EYES:BR HT:5-06 CLASS:D
ISSUED:02-19-
EXPIRES:03-15-
*6276748

MICHAEL SARTORI

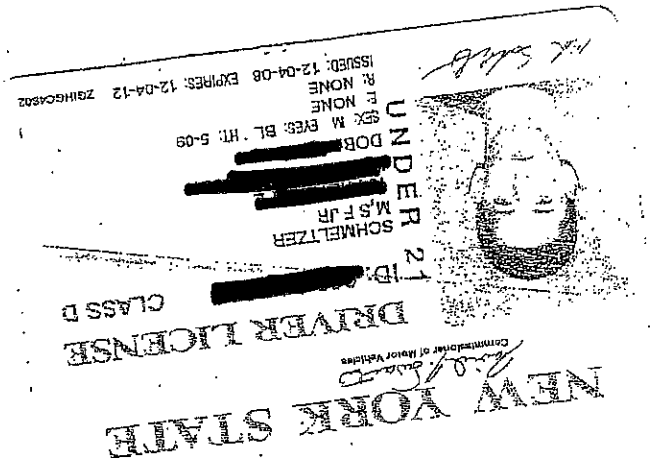
No. 59

TOWN
OF
OYSTER BAY

Tow Car Driver
2009

Steven L. Labriola
Town Clerk

Expires:06/30/2009



MICHAEL SCHMELTZER JR.

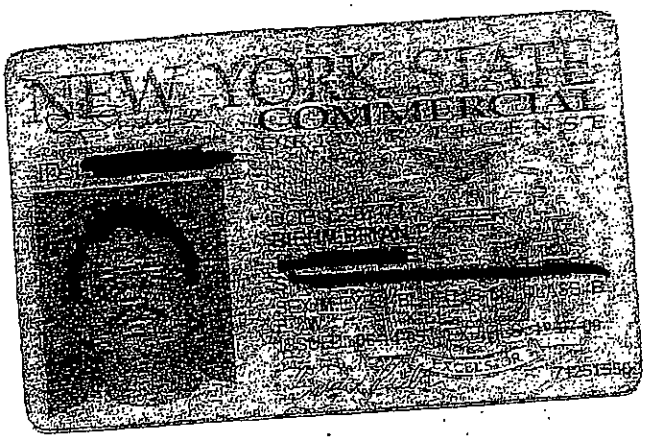
TOWN
OF
OYSTER BAY

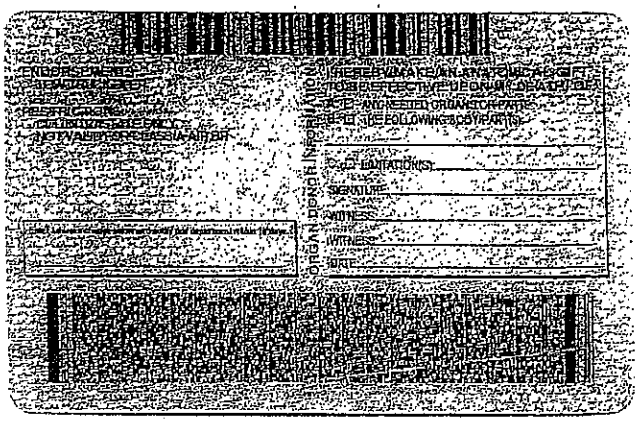
No. 57

Tow Car Driver
2008

Steven L. Labriola
Town Clerk

Expires: 06/30/2009


NEW YORK STATE
COMMERCIAL



AAA-1 TOWING

34 Charlotte Avenue
HICKSVILLE, NY 11801
TOWING (516) 433-1011 BODY SHOP (516) 931-8303

DATE	TIME	A.M. P.M.	REQUESTED BY
LOCATION OF VEHICLE			
NAME			PHONE
ADDRESS			ZIP

MILEAGE	SERVICE TIME	EXTRA PERSON
FINISH	FINISH	FINISH
START	START	START
TOTAL	TOTAL	TOTAL

YEAR	MAKE / MODEL / COLOR	DRIVER
STATE	LIC. NO.	VEHICLE I.D. NO.

- ☐ SLING/HOIST TOW
- ☐ WHEEL LIFT
- ☐ FLAT BED/PICK UP
- ☐ START
- ☐ LOCK OUT
- ☐ FLAT TIRE
- ☐ OUT OF GAS
- ☐ WRECK
- ☐ RECOVERY
- ☐ _____

SPECIAL EQUIPMENT

- ☐ SINGLE LINE WINCHING
- ☐ DUAL LINE WINCHING
- ☐ SNATCH BLOCKS
- ☐ SCOTCH BLOCKS
- ☐ DOLLY
- ☐ _____

VEHICLE TOWED TO

REMARKS

I HAVE BEEN ADVISED THAT MY VEHICLE MAY BE DAMAGED IF WINCHED, TOWED, UNLOCKED OR LEFT ON UNATTENDED PREMISES. I AGREE NOT TO HOLD THE TOWING SERVICE RESPONSIBLE FOR SUCH DAMAGE SHOULD IT RESULT.

MILEAGE CHARGE	
TOWING CHARGE	
LABOR CHARGE	
STORAGE CHARGE	
YARD CHARGE	
TAX	
TOTAL	

OPERATOR'S SIGNATURE

AUTHORIZED SIGNATURE

Road Service

1002

PRODUCT 613 F

AAA-1 TOWING

34 CHARLOTTE AVE.
HICKSVILLE, NY 11801
(516) 433-1011

1025

VEHICLE OWNER DATE: _____

NAME: _____

ADDRESS: _____

VEHICLE:

LICENSE PLATE #: _____ STATE: _____

YEAR _____ MAKE _____ MODEL _____

TOWED:

FROM: _____ MILEAGE _____

TO: _____ MILEAGE _____

TOWN OF HEMPSTEAD RATES

*ALL CHARGES MUST BE ITEMIZED *

SLING	$60-00	FOR 1ST MILE OR PART THEREOF	_____
MILEAGE	$ 5.00	FOR EACH ADDITIONAL MILE OR PART	_____
FLATBED	$15.00	ADDITIONAL WHEN REQUESTED OR REQUIRED	_____
WHEEL LIFT	$15.00	ADDITIONAL	_____
DOLLIES	$ 5.00	ADDITIONAL	_____
STORAGE	$10.00	FOR THE FIRST 3 DAYS, $15.00 FOR THE NEXT 30 DAYS, $20.00 A. DAY THEREAFTER	_____
LABOR	$35.00	PER EACH 1/2 HOUR FOR SPECIAL SKILLS	_____
CLEANUP	$35.00	PER ACCIDENT	_____
	$10.00	OIL ABSORBENT MATERIAL	_____

SUB TOTAL _____

TAX _____

TOTAL _____

TOW CAR DRIVER

NAME: _____ TOH LIC.# _____

TOW CAR

NY LIC. PLATE # _____ MEDALLION # _____

I AUTHORIZE THE TOWING OF THE ABOVE VEHICLE;

X _____

SIGNATURE OF OWNER OR PERSON IN CHARGE OF VEHICLE

* MUST BE SIGNED BEFORE VEHICLE IS TOWED *

ADDITIONAL CHARGES FOR INSIDE STORAGE REQUIRE VEHICLE OWNER'S SIGNED AGREEMENT

The Lease Summary set forth below (the "Lease Summary") forms an integral part of this Lease, and all terms and other provisions of the Lease Summary have the respective meanings or amounts as stated and are hereby incorporated by reference into the Lease, except and to the extent more specifically set forth in the text of the Lease and its Exhibits, Schedules and Supplements.

A. Date of Lease Execution: October 31, 2008

B. "Landlord": CHARLOTTE PROPERTIES LLC

C. "Landlord's Address": 111 Bond Street
Westbury, New York 11550 Attention: Randy Sporn

D. "Tenant": C & R AUTOMOTIVE, INC.

d/b/a AAA-1 AUTO & TOWING

E. "Tenant's Address": [redacted]

F. "Building": 32-34 Charlotte Avenue
Hicksville, New York 11801

G. "Premises" 32-34 Charlotte Avenue Hicksville, New York 11801

H. "Tenant's Proportionate Share" of Real Estate Taxes over Base Year: 95%

I. "Tenant's Utility Proportionate Share": 100%

J. "Intended Use" of Premises (Article 3): Sale of used motor vehicles, repossession of motor vehicles, automobile cleaning and detailing, minor auto repair shop operation of towing company, automobile storage. Excluded is any and all body and fender work

K. Term of Lease (Section 1.3): 10 Years

"Commencement Date": November 1, 2008
"Rent Commencement Date": November 1, 2008
"Expiration Date": October 31, 2018

L. "Base Rent" (Section 2.1):

Rental Period	Monthly Base Rent (excluding Additional Rent)

Business History Form

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10-15-15

1) Bidder's/Proposer's Legal Name: CtR Automotive Inc DBA AAAA-1 Auto + towing

2) Address of Place of Business: 34 Charlotte Ave Hicksville NY 11801

List all other business addresses used within last five years:
112 Duffy Ave Hicksville

3) Mailing Address (if different): _____

Phone: (516) 433-1011

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: NA

5) Federal I.D. Number: 201970936

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Attachments to Business History Form

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

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Grand Prix Subaru

Contact Person Dan Ross

Address 500 S Broad Way

City/State Hicksville NY 11801

Telephone (516) 822-6800

Fax # (516) 932 3375

E-Mail Address D Ross @ Grand Prix Subaru . com

Company Levittown Ford

Contact Person Manny Saliano

Address 980 S Broadway

City/State Hicksville NY 11801

Telephone (516) 719 4001

Fax # (516) 719-4026

E-Mail Address M Saliano@levittownford.com

Company West Bury Jeep

Contact Person Randy Sporn

Address 111 Bond Street

City/State Westbury NY 11590

Telephone (516) 333-2666

Fax # (516) 622-3099

E-Mail Address R Sporn @ westbury Jeep.com

Attachment to Business History Form:

October 19, 2015

President: Thomas Schmeltzer[redacted]

State of Incorporation: New York December 2004

The number of employees in the firm: 10 Employees

Annual Revenue of firm: $2,73,464.00 from the 2014 Form 1120S Line 1a Gross receipts or sales.

CERTIFICATION

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

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

Sworn to before me this 19 day of October 2015

Notary Public

CRAIG ANDREW SMITH
Notary Public - State of New York
No. 01SM6257523
Qualified in Nassau County
My Commission Expires Aug. 12, 2017

Name of submitting business: C&R Automotive Inc DBA AAAA Auto + Towing

By: Thomas Schmeltzer
Print name

Thomas Schmeltzer
Signature

Pres
Title

10 / 19 / 15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Thomas M Schnelzer
   Date of birth [redacted]
   Home address 36 Charles Street
   City/state/zip Hicksville NY 11801
   Business address 34 Charlotte Ave
   City/state/zip Hicksville NY 11801
   Telephone (516) 433-1011
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 12/30/04 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ___ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 6? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ____ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 19 day of October 2015

Notary Public

CRAIG ANDREW SMITH
Notary Public - State of New York
No. 01SM6287623
Qualified in Nassau County
My Commission Expires Aug. 12, 2017

C&R Automotive Inc DBA AAAA-1 Auto & towing
Name of submitting business

Thomas Schmelter
Print name

Signature

Pres.
Title

10 / 19 / 15
Date

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: C & R Automotive d/b/a AAAA-1 Auto and Tow

2. Dollar amount requiring NIFA approval: $ 50,000

Amount to be encumbered: $ 50,000

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 4-1-2012 TO 3-31-13

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Contract has been extended - request made to January 15, 2016

4. Funding Source:

___ General Fund (GEN)
___ Capital Improvement Fund (CAP)
✓ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

The County is required to pay for towing and storage when a vehicle is held for evidence. This contract is for an existing contract and is for ongoing services.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Administrative Assistant — October 13, 2015

Signature — Title — Date

Gail McGrath-Gough

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature — Title — Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature — Title — Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

Contract ID#: CQPD10000003 Department: POLICE R22

E-22-16

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 17 NIFS Entry Date 9/18/15 Term: **FROM**: 9-1-15 **TO**: 1-15-16

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name A-1 Grand Auto body Inc.	Vendor ID# 113542226
Address 105 Herricks Road Garden City Park, New York 11040	Contact Person Ariel Hogan EMAIL: A1grandautobody@me.com
	Phone (516) 294-4200

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☑		
	OMB	*NIFS Approval (Contractor Registered)*	☑ 9/29/15		Yes ☒ No ☑ Not required if blanket resolution
10/1/15	County Attorney	*CA RE & Insurance Verification*	☑ 10/1/15		
10/6/15	County Attorney	*CA Approval as to form*	☑ 10/6		Yes ☒ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA*	☐ 1/8/16	Concetta A. Petrucci	
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☐		
1/8/16	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐ 1/8/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 P 3:

PR5254 (1/06)

Contract ID#: CQPD10000003 Department: POLICE

Contract Summary

Description: County Impound and Towing
Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038
Method of Procurement: Formal Sealed Bidding Process
Procurement History: procured through bid #9899-05269-038 dated 5/14/09
Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.
Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones: ZONE 10 – $19,913.00 per annum Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	**1143**
Object: DE	**500**
Transaction:	**107**

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 15,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	**$15,000**

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 15,000
2		$
3		$
4	J. Amato 10/1/15	$
5		$
6		$
	TOTAL	**$ 15,000**

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant **Date** 08/19/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/8/16
Date	Date	*(For Office Use Only)* **E #:**

PR5254 (1/06)

E-22-16

RULES RESOLUTION NO. 22 – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND AI GRAND AUTO BODY, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with A1 Grand Auto Body, Inc. for towing and impound related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with A1 Grand Auto Body, Inc.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: A-1 Grand Auto Body, Inc.

CONTRACTOR ADDRESS: 105 Herricks Road
Garden City Park, New York 11040

FEDERAL TAX ID #: 11-3542226

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, **CQPD10-000003,** was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) A-1 Grand Auto Body, Inc., having its principal office at 105 Herricks Road, Garden City Park, New York 11040 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000003** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from March 1, 2010 through February 28, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

A-1 GRAND AUTO BODY, INC.

By: _____
Name: Anei Hogan
Title: President
Date: 8/28/15

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 28th day of August in the year 2015 before me personally came Ariel A Hogan 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 the President of A1 Grand Auto Body Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

ERIC SEAN EISENSTADT
Notary Public - State of New York
NO. 01EI6293040
Qualified in Nassau County
My Commission Expires Nov 18, 2017

NOTARY PUBLIC

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Nassau County **Police Department**

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

April 30, 2015

A-1 Grand Auto Body, Inc.
105 Herricks Road
Garden City Park, New York 11040
Attention: Richard Holecek

Re: County of Nassau and A–1 Grand Auto Body, Inc.

Dear Mr. Holecek:

I have enclosed the Amendment between the County of Nassau and A–1 Grand Auto Body, Inc. for towing services and storage facilities for the period of ***May 1, 2015 through August 31, 2015***. After reviewing this Amendment, please sign it (in BLUE INK) on page 3 before a Notary Public, who will fill out the first acknowledgement of page 4. Please also affix your corporate seal on page 3. After execution of this Amendment, please return it to my attention at the Nassau County Police Department Personnel and Accounting Bureau at the above address on or before **May 15, 2015** along with the following items:

1. Performance Bond: A performance bond or equivalent in the sum of $19,913.00, pursuant to paragraph 3 (ii) of the Original Agreement extended to August 31, 2015;

2. Insurance:

   (A) A certificate of insurance evidencing Garage Liability and Commercial General Liability Insurance coverage, naming Nassau County as additional insured, with a minimal limit of $3,000,000.00, pursuant to paragraph 9 of the Original Agreement.

   (B) A certificate of insurance evidencing Garage Keeper's Legal Liability Insurance with a minimal limit of $200,00.00, pursuant to paragraph 9 of the Original Agreement;

   (C) A certificate of New York State Workers' Compensation Insurance, pursuant to paragraph 9 of the Original Agreement; and

   (D) All insurance polices must contain a provision against cancellation or material change without at least thirty (30) days written notice to the County.

Continued on next page

3. Disclosure Statement: Listing the name and home addresses of all shareholders, officers and directors in your company.

YOUR SEPTEMBER 2015 PAYMENT MUST BE INCLUDED.

If you have any questions, feel free to contact me at (516) 573-7168.

Sincerely,
Gail McGrath-Gough
Administrative Assistant
Personnel and Accounting Bureau
Nassau County Police Department
1490 Franklin Avenue – Room 250
Mineola, New York 11501

CC: GS, GMCG

Copy

THE HARTFORD

Verification Certificate

This is to certify that Bond No. 01BSBDX4685 issued by the member company of The Hartford subscribing this certificate, dated April 30, 2015

in the amount of Twenty Thousand Two Hundred Seventy-Eight

Dollars $20,278.00

on behalf of A-1 Grand Auto Body Inc., as Principal,

and in favor of County of Nassau, Nassau County Police Department, as Obligee,

covers an indefinite term which began on April 30, 2015, and ends with the cancellation of said bond; that said bond is now in full force and effect and will continue in full force and effect until cancelled.

ANNIVERSARY PREMIUM PERIOD: April 30, 2015 - April 30, 2016

Signed, Sealed, and Dated April 1, 2015

Attest or Witness

Surety

Hartford Fire Insurance Company

By _____ (Seal)

Jessica Ciccone, Attorney in fact

Original with Seal was handed in with first extension

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF NEW YORK
COUNTY OF } ss

On this .....day of ....., ... before me personally appeared

.....to be known, who, being by me duly sworn, did depose and

say; that he/she resides at..... ....., that he/she is the .....

President of .....the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

.....

ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

STATE OF NEW YORK
COUNTY OF } ss

On this .....day of ....., ... before me personally appeared

.....to me know to be (the individual) (one of the firm

of.....), described in and who executed the within instrument and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

.....

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF
COUNTY OF } ss

On this April 1, 2015..... before me personally came Jessica Ciccone.....

to me known, who, being by me duly sworn, did depose and say; that he/she resides in

....., that he/she is the Attorney-in-Fact of the Hartford Fire Insurance Company..... ..... the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Hartford Fire Insurance Company. .... his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such surety, and such certificate has not been revoked.

SANDI SMITH
MY COMMISSION #FF016562
EXPIRES May 7, 2017
(407) 398-0153 FloridaNotaryService.com

.....
Notary Public

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2014

Statutory Basis

ASSETS

U.S. Government Bonds	$	442,549,395
Bonds of Other Governments		199,010,168
State, County Municipal Miscellaneous Bonds		12,750,425,415
Stocks		5,592,410,175
Short Term Investments		326,185,714
	$	**19,310,580,867**
Real Estate	$	229,110,237
Cash		44,298,873
Agents' Balances (Under 90 Day)		2,328,849,107
Other Invested Assets		526,090,666
Miscellaneous		3,081,223,174
Total Admitted Assets	$	**25,520,152,924**

LIABILITIES

Reserve for Claims and Claim Expense			$ 7,476,157,229
Reserve for Unearned Premiums			2,035,534,751
Reserve for Taxes, License and Fees			60,399,443
Miscellaneous Liabilities			2,150,615,120
Total Liabilities			$ **11,722,706,543**
Capital Paid In	$	55,320,000	
Surplus		13,742,126,381	
Surplus as regards Policyholders			$ **13,797,446,381**
Total Liabilities, Capital and Surplus			$ **25,520,152,924**

STATE OF CONNECTICUT
COUNTY OF HARTFORD } SS.
CITY OF HARTFORD

M. Ross Fisher, Vice President, and John Gray, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2014.

Subscribed and sworn to before me
this 17th day of March 2015.

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2015

M. Ross Fisher, Vice President

John Gray, Assistant Secretary

Form CS-19-37 HF printed in U.S.A.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
email: **bond.claims@thehartford.com**
call: **888-266-3488** | *fax:* **860-757-5835**
Agency Code: 01-110786

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Jessica Ciccone
of Lake Mary, Florida,
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 01BSBDX4685
Naming A-1 Grand Auto Body Inc. as Principal,
and County of Nassau, Nassau County Police Department as Obligee,
in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Company on August 1, 2009, the Company has caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Company the Company hereby unambiguously affirms that it is and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012 before me personally came M. Ross Fisher to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

CERTIFICATE

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April [illegible] 2015.
Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

A1GRAND OP ID: PS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Winfield Group, Inc.
3 Corporate Drive Ste 200
Clifton Park, NY 12065
Metin Lika

CONTACT NAME: Metin Lika
PHONE (A/C, No, Ext): 518-371-0075 FAX (A/C, No): 518-371-0675
E-MAIL ADDRESS: mlika@winfieldgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utica National Insurance Group	10687
INSURER B : Standard Security Life Ins	69078
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Grand Auto Body Inc
105 Herricks Road
Garden City Park, NY 11040

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		[redacted]	10/24/2015	10/24/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Garage Liability			[redacted]	10/24/2015	10/24/2016	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			[redacted]	10/24/2015	10/24/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE			[redacted]	10/24/2015	10/24/2016	AGGREGATE	$ 2,000,000
	DED / X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Garagekeepers			[redacted]	10/24/2015	10/24/2016	Comp/Coll	300,000
B	NYS Disability			[redacted]	01/01/2013	01/01/2017	Continue	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as additional insured as their interest may appear withinc overage forms provided by the above policies, per written contract or agreement. Covered Vehicles: 2008 Ford Truck [redacted] 2008 Ford Truck [redacted] 1995 Intl Tow [redacted], and 2015 Ford Tow # [redacted] 30 Day notice Of Cancellation applies.

CERTIFICATE HOLDER

NASSAUT

Nassau County Police Dept
1490 Franklin Ave
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John R. Tomassi

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The ACORD name and logo are registered marks of ACORD

NYSIF® New York State Insurance Fund
Workers' Compensation & Disability Benefits Specialists Since 1914
8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166
Phone: (631) 756-4000

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 113542226
A1 GRAND AUTO BODY INC
105 HERRICKS RD
GARDEN CITY PARK NY 11040

POLICYHOLDER	CERTIFICATE HOLDER
A1 GRAND AUTO BODY INC 105 HERRICKS RD GARDEN CITY PARK NY 11040	NASSAU COUNTY POLICE DEPT 1490 FRANKLIN AVE MINEOLA NY 11501

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
[redacted]	[redacted]	10/15/2015 TO 10/15/2016	8/28/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1369 605-9 UNTIL 10/15/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/15/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790
VALIDATION NUMBER: 964364804

U-26.3

A1 Grand Auto Body Inc.
105 Herricks Rd.
Garden City Park NY 11040
(516)294-4200 Phone (516) 294-5742 Fax
DMV# 7087762

Disclosure Statement

#2 Closely Held Corporation

President 100% Shareholder

Ariel Hogan
[redacted]

X _____

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: A 1 Grand Auto Body Inc.

Address: 105 Herricks Road

City, State and Zip Code: Garden City Park, New York 11040

2. Entity's Vendor Identification Number: 11-3542226

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp S CORP. Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Ariel Hogan [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Ariel Hogan [redacted]

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

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

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

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: 7/10/15

Signed:

Print Name: Ariel Hogan

Title: President

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

McGrath-Gough, Gail

From: Ariel <ahogan2239@aim.com>
Sent: Thursday, September 03, 2015 1:09 PM
To: McGrath-Gough, Gail
Subject: Fwd: A-1 Grand Auto Body Inc - Certificates
Attachments: A-1 Grand Auto Body - Cert.pdf; ATT00001.htm; Grand Auto Body Cert.pdf; ATT00002.htm

Sent from my iPhone

Begin forwarded message:

> **From:** Pati St.Clair <pstclair@winfieldgroup.com>
> **Date:** September 2, 2015 at 3:15:20 PM EDT
> **To:** "[redacted]
> **Subject: A-1 Grand Auto Body Inc - Certificates**
>
> Hi Ariel,
>
> Attached are the certificates of insurance for Nassau County Policy Dept. Please let me know if you need anything further. I followed the same format as last year, so I hope everything is the same.
> I do apologize for the delay. As previously stated, I had to wait for confirmation from the underwriter.
> Thank you,

Pati St. Clair
Account Executive

The Winfield Group
3 Corporate Drive, #200
Clifton Park, NY 12065
pstclair@winfieldgroup.com
phone 518-371-0075
direct 518-344-1522
fax 518-371-0675

Please Note: this email will not be effective to bind or amend coverage or report a claim until such time as you receive confirmation from the agency that your request has been processed.

CONFIDENTIAL NOTICE: The information in this email and attached document(s) may contain confidential information that is intended only for the addressee(s). If you are not the intended recipient, you are hereby advised that any disclosure, copying, distribution or the taking of any action in reliance upon the information is prohibited. If you have received this e-mail in error, please immediately notify the sender and delete it from your system.

A1GRAND OP ID: PS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Winfield Group, Inc.
3 Corporate Drive Ste 200
Clifton Park, NY 12065
Metin Lika

CONTACT NAME: Metin Lika
PHONE (A/C, No, Ext): 518-371-0075 FAX (A/C, No): 518-371-0675
E-MAIL ADDRESS: mlika@winfieldgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utica National Insurance Group	10687
INSURER B : Standard Security Life Ins	69078
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A-1 Grand Auto Body Inc
105 Herricks Road
Garden City Park, NY 11040

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		[redacted]	10/24/2015	10/24/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Garage Liability			[redacted]	10/24/2015	10/24/2016	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	ANY AUTO			[redacted]	10/24/2015	10/24/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 2,000,000
A	EXCESS LIAB / CLAIMS-MADE			[redacted]	10/24/2015	10/24/2016	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Garagekeepers			[redacted]	10/24/2015	10/24/2016	Comp/Coll	300,000
B	NYS Disability			[redacted]	01/01/2013	01/01/2017	Continue	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as additional insured as their interest may appear withinc overage forms provided by the above policies, per written contract or agreement. Covered Vehicles: 2008 Ford Truck #[redacted] 2008 Ford Truck #[redacted], 1995 Intl Tow [redacted] and 2015 Ford Tow [redacted] 30 Day notice Of Cancellation applies.

CERTIFICATE HOLDER

NASSAUT

Nassau County Police Dept
1490 Franklin Ave
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John R. Tomassi

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The ACORD name and logo are registered marks of ACORD

A1GRAND OP ID: CD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
The Winfield Group-Long Island
400 Townline Road, Suite 155
Hauppauge, NY 11788
Metin Lika

CONTACT NAME: Metin Lika
PHONE (A/C, No, Ext): 631-585-0363 FAX (A/C, No):
E-MAIL ADDRESS: mlika@winfieldgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utica National Insurance Group	10687
INSURER B : Standard Security Life Ins	69078
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Grand Auto Body Inc
105 Herricks Rd
New Hyde Park, NY 11040

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / OCCUR	X		[redacted]	10/24/2014	10/24/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Garage Liab			[redacted]	10/24/2014	10/24/2015	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			[redacted]	10/24/2014	10/24/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE			[redacted]	10/24/2014	10/24/2015	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Garagekeepers			[redacted]	10/24/2014	10/24/2015	Comp/Coll	300,000
B	NYS Disability			[redacted]	01/01/2013	01/01/2015	Continue	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as additional insured as their interest may appear, within coverage forms provided by the above policies per written contract or agreement.
Covered vehicles: 2008 Ford Truck [redacted]
2008 Ford Truck [redacted]

CERTIFICATE HOLDER

NASSAUT

Nassau County Police Dept
1490 Franklin Ave
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John R. Tornacci

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The ACORD name and logo are registered marks of ACORD

2015 Ford Truck #[redacted]

30 Day Notice of Cancellation Applies

Contract ID#: CQPD10000003 Department: POLICE

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD150000 02 NIFS Entry Date 5/4/15 Term: **FROM**: 5-1-15 **TO**: 8-31-15

New ☐ Renewal ☐	
Amendment ☐ #3	
Time Extension ☒	
Addl. Funds ☒	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name A-1 Grand Auto body Inc.	Vendor ID# 113542226
Address 105 Herricks Road Garden City Park, New York 11040	Contact Person Richard Holecek EMAIL: a1grandautobody@me.com
	Phone (516) 294-4200

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*	☒		
	OMB	*NIFS Approval* *(Contractor Registered)*	☑		Yes ☐ No ☑ Not required if blanket resolution
7/13/15	County Attorney	*CA RE & Insurance Verification*	☑ 7/13/15		
7/13/15	County Attorney	*CA Approval as to form*	☑		Yes ☐ No ☑
	Legislative Affairs	*Fw'd Original Contract to CA*	☐		
	County Attorney	*NIFS Approval*	☐		
	Comptroller	*NIFS Approval*	☑		
	County Executive	*Notarization* *Filed with Clerk of the Leg.*	☐		

PR5254 (1/06)

Contract ID#: CQPD10000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:
ZONE 10 – $19,913.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ 15,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$15,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 15,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 15,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 05/01/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	

E #:

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: A-1 Grand Auto Body, Inc.

CONTRACTOR ADDRESS: 105 Herricks Road
Garden City Park, New York 11040

FEDERAL TAX ID #: 11-3542226

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on **October 15, 2010** [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, **CQPD10-000003**, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. □ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. □ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

□ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

July 8, 2015
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers. Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 3

AMENDMENT, dated as of **April 30, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) A-1 Grand Auto Body, Inc., having its principal office at 105 Herricks Road, Garden City Park, New York 11040 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000003** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew under the same terms and conditions (the "Original Term"); and was extended to April 30, 2015.

WHEREAS, the Department is desirous of extending the term for a four month period from **May 1, 2015** through **August 31, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2015 and terminate on August 31, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

A-1 GRAND AUTO BODY, INC.

By: _____
Name: _____
Title: _____
Date: _____

NASSAU COUNTY

By: _____
Name: Charles Ribando
Title: Deputy County Executive
Date: 8/17/17

PLEASE EXECUTE IN BLUE INK

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument: and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

JONATHAN KEITH HOGE
Notary Public, State of New York
No. 01HO6306767
Qualified in Nassau County
Commission Expires June 23, 20__

_____
NOTARY PUBLIC

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

On the 17 day of August in the year 2015 before me personally came Charles Ribando 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 **Deputy County Executive of the County of Nassau,** the municipal corporation described herein and which executed the above instrument: and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6299229
Qualified in Nassau County
Commission Expires April 26, 20__

_____
NOTARY PUBLIC

A1 Grand Auto Body Inc.
105 Herricks Rd.
Garden City Park NY 11040
(516)294-4200 Phone (516) 294-5742 Fax
DMV# 7087762

Disclosure Statement

#2 Closely Held Corporation

President 100% Shareholder

Ariel Hogan
106 Norman street
New Hyde Park NY 11040

X _____

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

COUNTY OF NASSAU

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

1. Name of the Entity: A 1 Grand Auto Body Inc.

Address: 105 Herricks Road

City, State and Zip Code: Garden City Park, New York 11040

2. Entity's Vendor Identification Number: 11-3542226

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp S CORP Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Ariel Hogan [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Ariel Hogan [redacted]

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

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

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

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: 7/10/15

Signed:

Print Name: Ariel Hogan

Title: President

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

Contract ID#: CQPD10000003 Department: POLICE

#2

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD10000 9 NIFS Entry Date 9/28/14 Term: **FROM**: 5-1-14 **TO**: 4-30-15

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

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County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	☑ ☑		
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10/17/14	County Attorney	CA Approval as to form	☑ 10/17/14		Yes☐ No☑
	Legislative Affairs	Fw'd Original Contract to CA	☐		
10/9/14	County Attorney	NIFS Approval	☑ 10/9/14		
	Comptroller	NIFS Approval	☑		10/31/14
	[illegible]	[illegible]	☐		

Contract ID#: COPD1000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

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ZONE 10 – $19,913.00 per annum

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Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

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Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction:	107

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
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Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ .01

RENEWAL
% Increase
% Decrease

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date 03/06/14

NFS Certification	Comptroller Certification	County Executive Approval
Certifies that this document was accepted into NFS	Certifies that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name	Name	Date 11/6/14
Date 11/5/14	Date 11/3/14	E #:

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

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CONTRACTOR ADDRESS: 105 Herricks Road
Garden City Park, New York 11040

FEDERAL TAX ID #: 11-3542226

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I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on October 15, 2010 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, CQPD10-000003, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached.)

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the state contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the service required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/20/10

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

AMENDMENT NO. 2

AMENDMENT, dated as of **March 31, 2014** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) A-1 Grand Auto Body, Inc., having its principal office at 105 Herricks Road, Garden City Park, New York 11040 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number **CQPD10000003** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and was extended to April 30, 2014.

WHEREAS, the Department is desirous of extending the term for a one year period from May 1, 2014 through **April 30, 2015**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on May 1, 2014 and terminate on April 30, 2015, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

A-1 GRAND AUTO BODY, INC.

By: _____
Name: Ariel Hogan
Title: President
Date: 4-8-14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: Deputy County Executive
Date: 11/6/14

PLEASE EXECUTE IN BLUE INK

Corporation/Trade Name Disclosure Statement

Name of Corporation/Trade Name A 1 - Grand Auto Body Inc

Address of Corporation/Trade Name 105 Herricks Rd
Garden City Park NY 11040

Number of Shares In Corporation:

Name	Shareholders Address	Number of Shares
Ariel Hogan	[redacted]	100%

Does Any Person Not Listed Above Have Any Financial Interest Directly or Indirectly In This Corporation :

YES _____
NO _____

If Yes, Explain Their Connection With This Business

_____

_____

This Affidavit Must Be Completed

I Solemnly Swear To The Truth Of
The Above Statements

Signature of Applicant

President

Title

Sworn To Before Me This _____
Day Of _____ 20 _____

LUISA CASTELA FILIPE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI6913534
Qualified in Nassau County
My Commission Expires February 03, 20[illegible]

PLEASE EXECUTE IN BLUE INK

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

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

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

On the 6 day of November in the year 2014 before me personally came Richard R. Walker to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nassau County; that (s)he is the County Executive or ___ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6255028
Qualified in Nassau County
Commission Expires April 02, 20 16

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

On the 8 day of April in the year 2014 before me personally came Ariel Hogan 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 the President of A2-Grand Auto Body Inc, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

LUISA CASTELA FILIPE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4913646
Qualified In Nassau County
My Commission Expires February 08, 2018

NOTARY PUBLIC

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

On the 8 day of April in the year 2014 before me personally came Ariel Hogan 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 **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

LUISA CASTELA FILIPE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FI4913646
Qualified In Nassau County
My Commission Expires February 08, 2018

NOTARY PUBLIC

Contract ID#: CQPD10000003 Department: POLICE #1

Contract Details

SERVICE: County Impound & Towing

NIFS ID #CLPD1300000 4 NIFS Entry Date 4/22/13 Term: FROM: 3-1-13 TO: 4-30-14

New ☐ Renewal ☐	
Amendment	☐
Time Extension	☒
Addl. Funds	☐
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name A-1 GRAND AUTO BODY, INC.	Vendor ID# 113542226
105 HERRICKS ROAD GARDEN CITY PARK, NY 11040	Contact Person ARIEL HOGAN EMAIL: A1grandautobody@me.com
	Phone (516) 294-4200

County Department
Department Contact Gail McGrath-Gough Gmcgrath-gough@pdcn.org
Address 1490 Franklin Ave. PAB - Room 250 Mineola, NY 11501
Phone 516-573-7168

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	☐ 4/22/13		
	OMB	NIFS Approval (Contractor Registered)	☑		Yes ☑ No ☐ Not required if blanket resolution
4/29/13	County Attorney	CA RE & Insurance Verification	☑		
	County Attorney	CA Approval as to form	☑ 5/6/13		Yes ☐ No ☑
	Legislative Affairs	Fw'd Original Contract to CA	☐		
	County Attorney	NIFS Approval	☒ 5/8/13		
	Comptroller	NIFS Approval	☑ 5/9/13	CGL 5/9/13	
	County Executive	Notarization Filed with Clerk of the Leg	☐ 6/5/13		

PR3354 (1/06)

Contract ID#: CQPD10000003 Department: POLICE

Contract Summary

Description: County Impound and Towing

Purpose: To extend original contract for towing and storage of vehicles pursuant to bid #9899-05269-038

Method of Procurement: Formal Sealed Bidding Process

Procurement History: procured through bid #9899-05269-038 dated 5/14/09

Description of General Provisions: Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the county to renew up to an additional 2-years under the same terms. It is necessary to have such tow cars available at the direction of the department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for hiss assigned zones. This is a personal service contract with the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis: Vendor agrees to pay for the franchises herein granted, annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:
ZONE 10– $19,913.00 per annum
Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence.

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	PDH
Control:	
Resp:	1143
Object: DE	500
Transaction.	107

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	XXXXXXX
County	$ .01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ .01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ .01
2		$
3		$
4	4/30/13	$
5		$
6		$
	TOTAL	$ .01

Document Prepared By: Gail McGrath-Gough Administrative Assistant Date

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 6/5/13
Date 5/30/2013	Date 5/29/13	For Office Use Only E #:

PR1253# (1/06)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: A-1 Grand Auto Body, Inc.

CONTRACTOR ADDRESS: 105 Herricks Road, Garden City Park, NY 11040

FEDERAL TAX ID #: 113542226

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on October 15, 2010 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract, CQPD10-000003, was made pursuant to Sealed Bid 9899-05269-038. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4-24-15

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT, dated as of **February 5, 2013** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) A-1 Grand Auto Body, Inc., having its principal office at 105 Herricks Road, Garden City Park, New York 11040 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **CQPD10000003 01** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from March 1, 2010 through February 28, 2013, with an option by the County to renew up to an additional two (2) years under the same terms and conditions (the "Original Term"); and

WHEREAS, the Department is desirous of extending the term for a 14 month period from March 1, 2013 through **April 30, 2014**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. The Original Agreement shall be extended for one year and two (2) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2014.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

A-1 GRAND AUTO BODY, INC.

By: _____
Name: Ariel Hogan
Title: President
Date: 2/27/13

NASSAU COUNTY

By: _____
Name: Richard R Walker
Title: Deputy County Executive
Date: 6/5/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 27th day of February in the year 2013 before me personally came Ariel Hogan 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 the president of A-1 Grand Auto Body Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Palma J. DiMarco

NOTARY PUBLIC

Palma J. DiMarco
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/10/2017

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 5 day of June in the year 2013 before me personally came Richard R. Walker 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

Contract ID#: CRPD10-000003

Department: Police

E-77-10

SERVICE: County Impound and Towing

Contract Details

NIFS ID #: COPD10000003 NIFS Entry Date: 4/15/10 Term: from 3/01/10 to 2/28/13

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name A-1 GRAND AUTO BODY, INC	Vendor ID# 113542226
Address 105 Herricks Road Garden City Park, New York 11040	Contact Person Richard Holecek
	Phone 516-294-4200

County Department
Department Contact Kim Kramer
Address 1490 Franklin Ave Mineola, NY 11501
Phone 516-573-7212

Routing Slip

DATE Recd.	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) 4-15-10 ☒ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☑	5/11/10		Yes ☐ No ☑ Not required if blanket resolution
5/12/10	County Attorney	CA RE & Insurance Verification ☑	5/13/10		
	County Attorney	CA Approval as to form ☐	5-24		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	6/10/10		
	Rules ☐ / Leg. ☐	- ☐			
	County Attorney	NIFS Approval ☒	7/7/10		
	Comptroller	NIFS Approval ☑	8/31/10		
	County Executive	Notarization Filed with Clerk of the Leg. ☐ ☐	6/22/10		

PR5254 (3/04)

Contract ID#: CQPD10-000003 Department: Police

Contract Summary

Description: County Impound and Towing

Purpose:
To enter into a personal services contract for impound and towing of vehicles pursuant to bid #9899-05269-038.

Method of Procurement:

Formal sealed bidding process.

Procurement History:

Procured through bid #9899-05269-038 dated 05/14/09

Description of General Provisions:

Vendor to provide towing and storage service for Police Department. Vendor authorized to charge owner of vehicle set towing and storage fees. This is a three (3) year contract with an option by the County to renew up to an additional 2-years under the same terms.

It is necessary to have such tow cars available at the direction of Police Department on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles. Vendor has submitted the highest bid for his assigned zones. This is a personal service contract within the intent and purview of Section 2206 of the County Charter.

Impact on Funding / Price Analysis:

Vendor agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 10 - $19,913.00 per annum

Although this is a revenue contract, the County is required to pay for towing and storage when a vehicle is held for evidence. Accordingly, $10,000 is being encumbered for this purpose.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund: PD	GEN
Control:	PDH10
Resp:	1143
Object: DE	500
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☒	$
County	$ 10,000
Federal	$
State	$
Capital	$
Other	$
TOTAL	$ 10,000

LINE	INDEX/OBJECT CODE	AMOUNT
1	PDPDH1143/DE500	$ 10,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 10,000

APPROVED 5/13/10
INSURANCE SECTION

Document Prepared By: Kim Kramer and Jane Svenelid. Date: 04/15/10

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name P. Frosch	Name	Date 6/22/10
Date 9-1-10	Date 8/3/10	(For Office Use Only) E #:

PP5254 (8/04)

E-77-10

RULES RESOLUTION NO. 103-2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND A1 GRAND AUTO BODY, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-12-10
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with A1 Grand Auto Body, Inc., for towing and impound related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with A1 Grand Auto Body, Inc.

RULES RESOLUTION NO. – 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE POLICE DEPARTMENT AND A1 GRAND AUTO BODY, INC.

WHEREAS, the County on behalf of the Police Department has negotiated a personal services agreement with A1 Grand Auto Body, Inc., for towing and impound related services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with A1 Grand Auto Body, Inc.

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

04/15/2010
10:58 AM

DOCUMENT CATEGORY	: CQ CONTRACT NON-CAPITAL		
ENTERED BY	: SVENELID, JANE 37160		
DOCUMENT NUMBER	: CQPD10000003	INITIATING DEPT	: PD
INPUT PERIOD (MM YYYY)	: 04 2010 APRIL		
VENDOR NUMBER / SUFFIX	: [redacted]	APPROVAL TYPE	: 01
VENDOR NAME	: A-1 GRAND AUTO BODY		
VENDOR ADDRESS	: 105 HERRICKS ROAD		
	GARDEN CITY PARK	NY 11040	
COUNTRY	: USA		
ALPHA VENDOR	: A-1 GRAND AUTO BODY		
BANK NUMBER	:	TREAS NO	:
DUE DATE	:	SINGLE CHECK	:
DOCUMENT AMOUNT	: 10,000.00	CURRENCY CODE	:
NUMBER OF LINES	: 1	RESPONSIBLE UNIT	:
TRANSACTION CODE HASH	:		
TERMS	:	NOTEPAD (Y OR N)	: Y
POSTING/EDIT ERRORS	:		

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS

PAB
4-16-10

DOCUMENT : CQPD10000003 - 01 INPUT PER: 04 2010 AMOUNT : 10,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : TOWING AND STORAGE CONTRACT AND ENCUMBER FUNDS
TRANS AMOUNT : 10,000.00
INDEX : PDPDH1143 PERSONNEL AND ACCOUNTING
SUBOBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

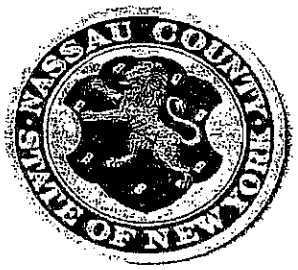
FINANCIAL ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G008 - NEXT RECORD DISPLAYED

ATTACHED TO : DOCUMENT NUMBER : CQPD10000003
PAGE : 01 OF 01

A-1 GRAND AUTO BODY
TOWING AND STORAGE CONTRACT
PDPDH1143 DE500
$10,000

F1-HELP F3-COPY F4-AUDIT F5-INS LINE F6-INS PAGE
F7-PRIOR PG F8-NEXT PG F10-SAVE F11-DEL LINE F12-DEL PAGE
G001 - RECORD SAVED

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: A-1 GRAND AUTO BODY, INC

CONTRACTOR ADDRESS: 105 Herricks Road; Garden City Park, New York 11040

FEDERAL TAX ID #: 11-3542226

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☑ **The contract was awarded to the HIGHEST, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in Newsday on May 14, 2009. The sealed bids were publicly opened on May 26, 2009. Eleven (11) sealed bids were received and opened.

II. ☐ **The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Lawrence W Smith

Department Head Signature

4/20/10

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

A1 Grand Auto Body Inc.

105 Herricks Road
Garden City Park, N.Y. 11040
(516) 294-4200 Fax (516) 294-5742
DMV # 7087762

To: Nassau County Police Department
1490 Franklin Ave.
Mineola, New York 11501

Disclosure Statement:
Richard Holecek
105 Herricks Road
Garden City Park, NY 11040
516-294-4200 wk
516-233-9419 cell

Registered previously and presently with
"eServices for Business" at
www.nassaucountyny.gov

A1 GRAND AUTO BODY, INC.

Nassau County

04/14/10

8086

160.00

Signature 15008066 Towing services and storage facilities contr

160.00

A1 GRAND AUTO BODY, INC.

Nassau County

04/14/10

8086

160.00

Signature 15008066 Towing services and storage facilities contr

160.00

PRODUCT DL1103 USE WITH 91863 ENVELOPE

PRINTED IN USA A

CONTRACT FOR SERVICES

This Agreement dated as of the _____ day of _____, 2010 together with schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) NASSAU COUNTY, a municipal corporation of the State of New York having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter "COUNTY") acting for and on behalf of the NASSAU COUNTY POLICE DEPARTMENT (hereinafter "DEPARTMENT") and (ii) A-1 GRAND AUTO BODY, INC., a corporation formed pursuant to the laws of the State of New York having its principal office at 105 Herricks Road, Garden City Park, New York 11040 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-22.0 of the Nassau County Administrative Code, the Police Department of Nassau County is required to remove nuisances existing in public streets, roads, places and highways and to regulate the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, from time to time vehicles, as a result of mechanical breakdowns, accidents, and abandonments become such nuisances and impede the movement of vehicular traffic in streets, roads, places and highways; and

WHEREAS, in order to remove such vehicles that become nuisances and impediments to movement of vehicular traffic, in streets, roads, places and highways, it is necessary to use tow cars; and

WHEREAS, from time to time, pursuant to the Nassau County Administrative Code and/or the New York State Vehicle and Traffic Law, the DEPARTMENT impounds motor vehicles and directs that they be towed from the scene of incident and stored pending further notice; and

WHEREAS, it is necessary to have such tow cars available at the direction of the DEPARTMENT on a twenty-four (24) hour a day, seven (7) day a week basis, to tow, store and release such vehicles; and

WHEREAS, the DEPARTMENT does not have sufficient tow cars and storage facilities of its own to provide such towing and storage services; and

WHEREAS, the COUNTY, pursuant to General Municipal Law Sec.103, has, under Nassau County Bid No. 9899-05269-038, solicited bids from firms engaged in the business of operating tow vehicles; and

WHEREAS, CONTRACTOR has submitted the highest bid for the zone or zones hereinafter assigned to it and has been found qualified to perform the services required; and

WHEREAS, COUNTY desires to hire the CONTRACTOR to perform the services described in this Agreement; and

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

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

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

1. (a) Term. This Agreement shall commence on March 1, 2010 and terminate on February 28, 2013, unless sooner terminated by the COUNTY in accordance with this agreement.

(b) Renewal. COUNTY has an option to extend this Agreement up to two (2) years upon the same terms and conditions as set forth in this Agreement.

COUNTY shall, through the DEPARTMENT, give CONTRACTOR one (1) month prior notice in order to exercise this option.

2. Services. The services to be provided by the CONTRACTOR under this Agreement shall consist of the following:

(a) CONTRACTOR agrees to provide towing services and storage facilities in the zone numbered 10 as set forth in its bid proposal, which is annexed hereto and made a part hereof.

(b) CONTRACTOR agrees to provide towing services and storage to the zones adjacent to the assigned zones when the vendor servicing said adjacent zone is unavailable. CONTRACTOR also agrees to provide towing services at mutually convenient times from CONTRACTOR'S premises to a COUNTY owned storage facility, or from one COUNTY owned storage facility to another COUNTY owned storage facility including circumstances when the COUNTY owned storage facility is outside his assigned zone or zones.

(c) CONTRACTOR shall be required to own or have at his immediate disposal at all times one (1) tow truck and other equipment sufficient to serve the zone assigned above if the zone has an average number of impounds per month of twenty-five (25) or less as set out in the bid proposal. If the zone has an average of more than twenty-five (25) impounds per month as set out in the bid proposal, a minimum of two (2) trucks shall be required.

(d) CONTRACTOR shall own or lease premises within the boundaries of the zone assigned or an adjacent zone in the County of Nassau. The premises shall be fenced, lighted and sufficient to store twelve (12) impaired vehicles if there are twenty-five (25) or less impounds per zone per month as set out in the bid proposal, or thirty (30) impaired vehicles if there are more than twenty-five (25) impounds per month as set forth in the bid proposal.

(e) CONTRACTOR agrees to provide the services called for by this Agreement twenty-four (24) hours a day, seven (7) days a week, unless otherwise indicated, and to respond to calls from the DEPARTMENT immediately and to arrive at the scene as quickly as "time of day" traffic will permit. Contractor agrees to be available during regular business hours Mondays through Fridays for vehicle owners to pick up their vehicles, provided, however, that if Contractor

is closed on weekends and a vehicle owner attempts to pick up their vehicle CONTRACTOR may not charge for storage for those days.

(f) CONTRACTOR shall, at all times during the term of this Agreement, be licensed to operate tow car services in the municipalities within the zone or zones assigned.

(g) In the event of an accident requiring the removal of large or extremely heavy vehicles, including but not limited to trailer trucks, vans, and tank trucks, from the streets, roads, places and highways of the zone or zones assigned, CONTRACTOR may in such cases, and if such cases, call upon a tow company possessing equipment capable of doing such work.

(h) CONTRACTOR shall furnish to the DEPARTMENT the name of the company to be engaged pursuant to paragraph two (2) subparagraph (g) together with proof that such company has agreed to respond as called by the DEPARTMENT seven (7) days a week, twenty-four (24) hours a day. The tow company engaged pursuant to paragraph two (2) subparagraph (g) must be licensed to operate tow car services in the municipalities within the zone or zones. CONTRACTOR shall notify the DEPARTMENT of any change in the company CONTRACTOR engages for such work. CONTRACTOR agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall maintain Workers' Compensation Insurance and Liability Insurance as set forth in paragraph 9 of this Agreement, or such other insurance that the COUNTY may reasonably require. CONTRACTOR further agrees that the tow company engaged pursuant to paragraph two (2) subparagraph (g) shall provide insurance certificates to COUNTY as a condition precedent to undertaking any work for or on behalf of CONTRACTOR.

(i) CONTRACTOR agrees to employ at his premises at all times during the life of the Agreement and any renewals or extensions thereto, a mechanic of sufficient ability and experience to make brake examinations of impounded vehicles during business hours and to give testimony as to the condition of the brakes of the impounded vehicles so examined when requested by POLICE DEPARTMENT.

(j) CONTRACTOR agrees to submit to an initial inspection by personnel of the Nassau County Office of Purchasing and the DEPARTMENT as well as to

periodic inspections by authorized members of the DEPARTMENT to assure his continued ability to perform this Agreement as specified herein. CONTRACTOR further agrees to notify the DEPARTMENT when a new employee is hired and agrees to require that the new hire submit to a background investigation by the DEPARTMENT.

(k) CONTRACTOR, upon removing a wrecked or damaged vehicle from the highway, agrees to remove any glass or other injurious substance dropped upon the highway from such vehicle as required by section 1219 of the New York State Vehicle and Traffic Law.

(l) CONTRACTOR agrees to abide by all lawful instructions, directions and requests of the member of the DEPARTMENT at the scene or incident to which he is called to perform the services specified herein.

(m) CONTRACTOR must abide by the following impound rates on fixed-sum basis as follows, provide however, if these fees are amended by county ordinance the Contractor upon thirty days notice, must abide by any relevant amended ordinance:

IMPOUND RATES

I. PASSENGER CARS, TAXIS, AND MOTORCYCLES:

1. TOWING RATE	$85.00
2. STORAGE RATE FOR THE FIRST SEVEN (7) DAYS	$10.00 per day
3. STORAGE RATE AFTER SEVEN (7) DAYS	$15.00 per day
4. ADDITIONAL STORAGE RATE AFTER THIRTY DAY	$25.00 per day
5. BRAKE TEST	$40.00

II. COMMERCIAL VEHICLES:

1. TOWING RATE UP TO 8,000 POUNDS UNLADEN WEIGHT $120.00
2. EACH ADDITIONAL 4,000 POUNDS OR PART THEREOF $15.00
3. STORAGE RATE FOR VEHICLES UP TO 30' IN LENGTH:

A. FOR THE FIRST SEVEN (7) DAYS	$15.00 per day
B. AFTER SEVEN (7) DAYS	$20.00 per day
C. AFTER THIRTY (30) DAYS	$25.00 per day

4. STORAGE RATE FOR VEHICLES IN EXCESS OF 30' IN LENGTH:

A. FOR THE FIRST SEVEN (7) DAYS	$20.00 per day

B. AFTER SEVEN (7) DAYS $30.00 per day

C. AFTER THIRTY (30) DAYS $45.00 per day

5. BRAKE TEST $60.00

III. COUNTY STORAGE RATE (County Charge) $ 2.50 per day

IV. TOWING VEHICLES FROM CONTRACTOR'S PREMISES TO A COUNTY-OWNED STORAGE FACILITY, OR FROM ONE COUNTY-OWNED STORAGE FACILITYTO ANOTHER COUNTY-OWNED STORAGE FACILITY $75.00

V. NO MILEAGE CHARGE IS PERMITTED AND NO OTHER ADDITIONALCHARGES ARE PERMITTED.

(n) When a vehicle is impounded by the DEPARTMENT pursuant to its duties under the provisions of the Nassau County Administrative Code and the New York State Vehicle and Traffic Law and delivered to the custody of CONTRACTOR, CONTRACTOR will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in this Agreement. The DEPARTMENT will notify CONTRACTOR when the vehicle is released from impound. If the owner of said vehicle or other authorized person fails to claim the vehicle, the department will release the vehicle from impound to the contractor and it shall be the responsibility of CONTRACTOR to proceed in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, attached hereto and made a part hereof, in order to dispose of the vehicle and to obtain payment of its fees.

(o) CONTRACTOR shall not charge (except as otherwise indicated in this subparagraph) the owner of the vehicle, or other authorized person claiming the vehicle, as provided in paragraph two (2), subparagraph "m," when the DEPARTMENT advises CONTRACTOR that the vehicle is being held for evidence or other reasons, and the DEPARTMENT advises CONTRACTOR that COUNTY will be responsible for the applicable charges as follows. Upon release of the vehicle COUNTY shall pay the towing charge, the brake test charge (if requested by the DEPARTMENT) and the "County Storage Rate" ($2.50 per day) covering the period from the date of impound to the date of the next business day after the DEPARTMENT'S hold has been removed. In cases where the vehicle owner or other authorized person fails to claim the vehicle or fails to obtain release and the County releases the vehicle directly to the CONTRACTOR for

purpose of obtaining payment of its fees in accordance with the provisions of Articles 8 (§184) and 9 of the Lien Law of the State of New York, the Contractor is not entitled to payment of any towing or storage fees from the County and Contractor agrees to accept such vehicle in lieu of any consideration and proceed under the Lien Law. When vehicle is held pending resolution of a criminal case which involves Section 511 of the Vehicle and Traffic Law, or, where pursuant to statute the registered owner of the vehicle is responsible for such payment, upon resolution of said case, the vehicle owner and not the County, shall be liable for all towing and storage fees, regardless of the existence or non-existence of a hold on the vehicle. CONTRACTOR shall be entitled to charge the vehicle's owner for any storage after the next business day after the date the DEPARTMENT'S hold is removed beginning with the rate for the first seven (7) days.

(p) CONTRACTOR shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the DEPARTMENT without written authorization of the DEPARTMENT. CONTRACTOR agrees that if DEPARTMENT gives CONTRACTOR the vehicle they accept same in lieu of all charges to the COUNTY.

(q) CONTRACTOR shall be responsible for any and all damage occurring to an impounded vehicle while the vehicle is in its possession. CONTRACTOR shall also be responsible for all equipment and miscellaneous items impounded with the vehicle as listed on the "Motor Vehicle Impound Worksheet/Invoice" (P.D.C.N. Form 94A). CONTRACTOR shall report any damage to the impounded vehicle including damage to the equipment and miscellaneous items therein to the local precinct immediately. CONTRACTOR shall also report any missing items to the local precinct immediately. CONTRACTOR, in a timely fashion, will cause the damage to be fixed, the item to be replaced or reimburse the owner of the vehicle (or other authorized person claiming the possession of the vehicle) in order that the damage may be fixed or the item replaced. CONTRACTOR shall cause an insurance claim to be filed with their insurance company if necessary to pay a claim.

(r) CONTRACTOR shall allow and permit the owner of the impounded vehicle (or other authorized person claiming the possession of the vehicle)

access to the impounded vehicle for the purpose of taking possession of any personal property found within the vehicle and obtaining proof of registration, financial security, title or documentation in support thereof, as required by section 511-b (7) of the New York State Vehicle and Traffic Law. CONTRACTOR shall notify the DEPARTMENT, by contacting the Precinct Impound Clerk ("Impound Clerk"), of a request by the owner (or other authorized person claiming the possession of the vehicle) for access to the impounded vehicle. CONTRACTOR shall identify and document (i) name, address, and phone number of person accessing vehicle, (ii) date and time of access, (iii) vehicle being accessed, (iv) brief description of property removed from vehicle, and (v) signature of person accessing vehicle acknowledging the information documented. CONTRACTOR shall keep and maintain all such records, information, and data obtained as set forth above, in a logbook and pursuant to paragraph 12 of this Agreement.

3. Payment. (a) Amount of Consideration. The amount to be paid to the COUNTY as full consideration for the franchises herein granted to CONTRACTOR under this Agreement shall be payable as follows:
(i) CONTRACTOR agrees to pay for the franchises herein granted annually in twelve (12) equal installments monthly in advance to COUNTY for the following zone or zones:

Zone 10 - $ 19,913.00 per annum

The check shall be made payable to the "Nassau County" in the amount of $1,659.42 and delivered to the Commanding Officer, Personnel and Accounting Bureau, Nassau County Police Department, 1490 Franklin Avenue, Mineola, New York 11501 prior to the first of each month for the next ensuing month. If the franchise fee or any portion thereof is not received by the fifth day of the month, then CONTRACTOR agrees to pay a late payment penalty calculated as follows: dollar amount outstanding multiplied by twenty percent (20%) divided by three hundred sixty-five days and then multiplied by the number of days outstanding, beginning with the first day of the month (for example, the late

payment penalty for a monthly payment amount of $1,659.42 outstanding and not paid until the fifteenth day of the month would be figured as follows: $1,659.42 x 0.20 = $331.88 / 365 = $.91 x 15 = $13.63). If this Agreement commences after the first of the month then CONTRACTOR shall pay the pro-rata share of the franchise fee for the remaining portion of the first month of the Agreement within five (5) business days of the commencement of this Agreement.

(ii) CONTRACTOR agrees to obtain and keep in force at all times during the life of this Agreement and any renewals or extensions thereof, a performance bond or equivalent to secure the faithful performance of this Agreement in the sum of $19,913.00 with good and sufficient sureties acceptable to COUNTY. CONTRACTOR shall provide the performance bond or equivalent to COUNTY upon executing this Agreement.

(b) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR'S services under this Agreement shall be paid as follows: CONTRACTOR agrees that payment by COUNTY will be made in arrears with regard to paragraph two (2) subparagraph (o) and for vehicle towing charges pursuant to paragraph two (2) subparagraph (m), § IV.

(c) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the CONTRACTOR in arrears and shall be contingent upon (i) the CONTRACTOR submitting a claim voucher (the "Voucher") in a form satisfactory to the COUNTY, that (A) states with reasonable specificity the services provided and the payment requested as consideration for such services, (B) certifies that the services rendered and the payment requested are in accordance with the Agreement, and (C) is accompanied by documentation satisfactory to the COUNTY supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the POLICE DEPARTMENT and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(e) 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 COUNTY.

(f) 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 COUNTY did not desire to receive such services.

4. Independent Contractor. The CONTRACTOR is an independent contractor of the COUNTY. The CONTRACTOR shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the CONTRACTOR (a "Contractor Agent"), be (i) deemed a COUNTY employee, (ii) commit the COUNTY to any obligation, or (iii) hold itself, himself, or herself out as a COUNTY employee or Person with the authority to commit the COUNTY to any obligation. As used in this Agreement the word "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 COUNTY upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the COUNTY, including any obligation to pay taxes to, or perform services for or on behalf of, the COUNTY.

6. Compliance with Law. (a) 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. 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) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The CONTRACTOR acknowledges that CONTRACTOR Information in the COUNTY'S possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the COUNTY shall make reasonable efforts to notify the CONTRACTOR of such request prior to disclosure of the Information so that the CONTRACTOR may take such action as it deems appropriate.

7. 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 COUNTY 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 DEPARTMENT and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' 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.

(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'S agents to, cooperate with the COUNTY and the DEPARTMENT in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the CONTRACTOR and/or a CONTRACTOR'S 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 and any renewals or extensions thereof, at its own expense: (i) Garage Liability and Commercial General Liability Insurance, which policies shall name "Nassau County" as an additional insured and have a minimal single combined limit of THREE MILLION

and 00/100 ($3,000,000.00) DOLLARS for bodily injury and property damage per occurrence. Such insurance shall include but not be limited to the torts and negligence of CONTRACTOR'S personnel. CONTRACTOR, upon executing this Agreement, shall furnish COUNTY with a certificate of insurance evidencing such coverage, naming Nassau County as additional insured, and containing a provision against cancellation or material change without at least thirty (30) days written notice to COUNTY, (ii) Garage Keeper's Legal Liability Insurance with a minimal limit of TWO HUNDRED THOUSAND and 00/100 ($200,000.00) DOLLARS, (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 shall furnish to COUNTY a certificate of insurance evidencing such insurance, (iv) such additional insurance as the COUNTY may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the COUNTY, and (ii) in form and substance acceptable to the COUNTY. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. The CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the CONTRACTOR under this Agreement.

(c) 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 POLICE DEPARTMENT. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the DEPARTMENT of the same and deliver to the DEPARTMENT renewal or replacement certificates of insurance. The CONTRACTOR shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The

failure of the CONTRACTOR to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the COUNTY reserves the right to consider this Agreement terminated as of the date of such failure.

10. 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 County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

(b) Cause. As used in this Agreement the word "Cause" includes, but is not limited to: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all approvals, licenses, insurance and permits required for the services described in this Agreement to be legally and professionally rendered; (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (iv) overcharging; and (v) failure to satisfactorily resolve disputes.

(c) By the CONTRACTOR. This Agreement may be terminated by the CONTRACTOR if performance becomes impracticable through no fault of the CONTRACTOR, where the impracticability relates to the CONTRACTOR S ability to perform its obligations and not to a judgment as to convenience or the

desirability of continued performance. Termination under this subsection shall be effected by the CONTRACTOR delivering to the Commissioner or other head of the DEPARTMENT (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the CONTRACTOR is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the CONTRACTOR'S right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the DEPARTMENT (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. (a) The CONTRACTOR shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the CONTRACTOR is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the DEPARTMENT, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) CONTRACTOR shall be responsible for the accurate preparation and maintenance of these records in a ledger or binder in a neat and legible manner, arranged by precinct and impound number clearly denoting all details pertinent to the impound including but not limited to vehicle information including year, make, model, VIN number, date, time and location of impound, date of release, all fees and charges and any relevant communications with the DEPARTMENT or the vehicle owner. CONTRACTOR shall be responsible for the accurate preparation and maintenance of records consistent with acceptable bookkeeping procedures.

CONTRACTOR shall provide copies of these records to the DEPARTMENT upon the expiration or termination of this Agreement.

(c) Once each month, but not later than the 10th of the month, CONTRACTOR shall provide by e-mail or fax a list of vehicles which they have on their premises. The notice shall include vehicle year, make, model, VIN number, date, time and location of impound. Failure to provide such notice may, in the County's sole discretion, result in CONTRACTOR'S waiving their right to any outstanding charges due for storage of said vehicles.

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 upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the COUNTY shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the DEPARTMENT and the (ii) the County Attorney (at the address specified above for the COUNTY) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the COUNTY.

(b) 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. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the

Supreme Court in Nassau COUNTY in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

15. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a COUNTY employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the DEPARTMENT, to the attention of the Commissioner at the address specified above for the DEPARTMENT, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the DEPARTMENT) at the address specified above for the COUNTY, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

16. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

17. 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.

18. 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. In the event of a conflict between the terms of this Agreement and the terms of the bid proposal, the terms of this Agreement shall control.

19. Administrative Service Charge. The Contractor agrees to pay the COUNTY an administrative service charge of ONE HUNDRED SIXTY and 00/100 ($160.00) DOLLARS for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended by Ordinance No.128-2006. The administrative service charge shall be due and payable to "Nassau County" by the CONTRACTOR upon signing this Agreement.

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

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

(b) Availability of Funds. The COUNTY shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the COUNTY from the state and/or federal governments.

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

A-1 GRAND AUTO BODY, INC.

By: Richard Holecek

Name: Richard Holecek

Title: President

Date: 4/19/10

NASSAU COUNTY

By: Edward P. Mangano

Name: Edward P. Mangano

Title: ~~Deputy~~ County Executive

Date: 9/1/10

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 19th day of April in the year 2010 before me personally came RICHARD HOLCOMBE to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 the PRESIDENT of K-1 GRAND NASSAU, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KIM L KRAMER LEVITON
Notary Public, State of New York
No. 02LE5049632
Qualified in Nassau County
Commission Expires 09/13/2013

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 1 day of September in the year 2010 before me personally came Edward P. Mangano to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 19th day of April in the year 2010 before me personally came RICHARD HOLOCEK to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 the PRESIDENT of A-1 GRAND NASSAU, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Kim Leviton Kramer

KIM I. KRAMER LEVITON
Notary Public, State of New York
No. 02LE5049632
Qualified in Nassau County
Commission Expires 09/18/2013

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 1 day of September in the year 2010 before me personally came Edward P. Mangano to me personally known, or whose identity was proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Dorsey A. Mangano

DOREEN B. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170632
EXPIRES 03/20/11

LIEN LAW

§ 184. Lien of bailee of motor vehicles, motor boats or aircraft.

1. A person keeping a garage, hangar or place for the storage, maintenance, keeping or repair of motor vehicles as defined by the vehicle and Traffic law, or of motor boats as defined by article seven of the navigation law, or of aircraft as defined by article fourteen of the general business law, and who in connection therewith tows, stores, maintains, keeps or repairs any motor vehicle, motor boat, or aircraft or furnishes gasoline or other supplies therefor at the request or with the consent of the owner or, subject to the provisions of subdivision two of this section, tows and stores any motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, whether or not such motor vehicle, motor boat or aircraft is subject to a security interest, has a lien upon such motor vehicle, motor boat or aircraft for the sum due for such towing, storing, maintaining, keeping or repairing of such motor vehicle, motorboat or aircraft or for furnishing gasoline or other supplies therefore and may detain such motor vehicle, motor boat or aircraft at any time it may be lawfully in his possession until such sum is paid, except that if the lienor, subsequent to thirty days from the accrual of such lien, allows the motor vehicle, Motorboat or aircraft out of his actual possession the lien provided for in this section shall thereupon become void as against all security interests, whether or not perfected, in such motor vehicles, motor boat or aircraft and executed prior to the accrual of such lien, notwithstanding possession of such motor vehicle, motor boat or aircraft is thereafter acquired by such lienor. However, if the bailee of a motor vehicle, motor boat or aircraft has furnished a written estimate of the cost of towing, storage, maintenance, repair or any other service on such motor vehicle, motor boat or aircraft, any lien sought by such bailee for such service may not be in an amount in excess of the written estimate.

2. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle shall be entitled to a lien for the reasonable costs of such towing and storage, provided that such person, within five working days from the initial towing, mails to the owner of said motor vehicle a notice by certified mail return receipt requested that contains the name of the person who towed and is storing said motor vehicle, the amount that is being Claimed for such towing and storage, and the address and times at which Said motor vehicle may be recovered. Such notice shall further state that the person mailing said notice claims a lien on said motor vehicle and that said motor vehicle shall be released to the owner thereof or his or her lawfully designated representative upon full payment of all charges accrued to the date that said motor vehicle is released. A person who mails the foregoing notice within said five-day period shall be entitled to a lien for storage from and after the date of initial towing, but a person who fails to mail such notice within said five day period shall only be entitled to a lien for storage from and after the date that the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

3. The provisions of this section shall not apply to a person who tows and stores a motor vehicle at the request of a law enforcement officer where such request is made pursuant to the provisions of a local law or ordinance regulating the towing and safekeeping of stolen or abandoned vehicles within such locality and which requires such motor vehicle to be turned over to the locality after a specified period of time.

4. The lien provided herein shall not inure to the benefit of any person required to be registered as a motor vehicle repair shop pursuant to article twelve-A of the vehicle and traffic law who is not so registered.

5. A person who tows and stores a motor vehicle at the request of a law enforcement officer authorized to remove such motor vehicle, and who seeks to assert a lien for the storage of such motor vehicle pursuant to

subdivision two of this section shall mail by certified mail, return receipt requested, a notice pursuant to this subdivision to every person who has perfected a security interest in such motor vehicle or who is listed as a lienholder upon the certificate of title of such motor Vehicle pursuant to the vehicle and traffic law within twenty days of the first day of storage. Such notice shall include the name of the person providing storage of the motor vehicle, the amount being claimed for such storage, and address and times at which the motor vehicle may be recovered. The notice shall also state that the person providing such notice claims a lien on the motor vehicle and that such motor vehicle shall be released upon full payment of all storage charges accrued on the date the motor vehicle is released. A person who mails such notice within such twenty day period shall be entitled to a lien for storage from and after the first date of storage. A person who fails to mail such notice within such twenty day period shall only be entitled to a lien for the amount payable for storage from and after the date the notice was mailed. A failure to mail such notice in a timely fashion shall not affect a lien for towing.

§200. Sale of personal property to satisfy a lien. A lien against personal property, other than the lien of a warehouseman pursuant to section 7–209 of the uniform commercial code, the lien of a carrier pursuant to section 7–307 of the uniform commercial code, a security interest in goods and the lien of a keeper of a hotel, apartment hotel, inn, boarding-house or lodging-house, except an immigrant lodging-house, if in the legal possession of the lienor, may be satisfied by the sale Of such property according to the provisions of this article.

§201. Notice of sale. Before such sale is held the lienor shall serve a notice upon the owner with due diligence within such county, if such owner can be found where such lien arose, if not then to the person for whose account the same is then held personally, provided such service can be made with due diligence within the county where such lien arose, but if such owner or person cannot with due diligence be found within such county, or if the property affected, other than a security, is of a

value of less than one hundred dollars, then such notice shall be served by mailing it to the owner at his last known place of residence, or to his last known post-office address or if the owner's place of residence or post-office address is not known, then to the last known place of residence or last known post-office address of the person for whose account the same is then held personally. Any notice permitted herein to be served by mail shall be sent by certified mail, or by first-class mail if the lienor has obtained from the United States post office department a certificate of mailing. A like notice shall be served in the same way upon any person who shall have given to the lienor notice of an interest in the property subject to the lien and upon any person who has perfected a security interest in the property by filing a financing statement pursuant to the provisions of the uniform commercial code or who is listed as lienholder upon the certificate of title of the property pursuant to the provisions of the vehicle and traffic law. Such notice shall contain a statement of the following facts:

1. The nature of the debt or the agreement under which the lien arose, with an itemized statement of the claim and the time when due;
2. A brief description of the personal property against which the lien exists;
3. The estimated value of such property;
4. The amount of such lien, at the date of the notice.

It shall also require such owner or any such person to pay the amount of such lien, on or before a day mentioned therein, not less than ten days from the service thereof, and shall state the time when and place where such property will be sold, if such amount is not paid; and it shall state that the owner or any such person is entitled to bring a proceeding under section two hundred one-a of this article within ten days of the service of notice if he disputes the validity of the lien or the amount claimed. If the agreement on which the lien is based provides for the continuous care of property the lienor is also entitled to receive all sums which may accrue under the agreement, subsequent to the notice and prior to payment or a sale of the property; and the notice

shall contain a statement that such additional sum is demanded. Such notice shall be verified by the lienor to the effect that the lien upon such property is valid, that the debt upon which such lien is founded is due and has not been paid and that the facts stated in such notice are true to the best of his knowledge and belief.

§ 201-a. Proceeding to determine validity of liens. Within ten days after service of the notice of sale, the owner or any person entitled to notice pursuant to section two hundred one of this article may commence a special proceeding to determine the validity of the lien. The special proceeding may be brought in any court which would have jurisdiction to render a judgment for a sum equal to the amount of the lien. If the owner or any such person shall show that the lienor is not entitled to claim a lien in the property, or that all or part of the amount claimed by the lienor has not been properly charged to the account of such owner or such person, or, as the case may be, that all or part of such amount exceeds the fair and reasonable value of the services performed by the lienor, the court shall direct the entry of judgment canceling the lien or reducing the amount claimed thereunder accordingly. If the lienor shall establish the validity of the lien, in whole or in part, the judgment shall fix the amount thereof, and shall provide that the sale may proceed upon the expiration of five days after service of a copy of the judgment together with notice of entry thereof upon the owner or such person, unless the property is redeemed prior thereto pursuant to section two hundred three of this article. If the lien is cancelled, the judgment shall provide that, upon service of a copy of the judgment together with notice of entry thereof upon the lienor, the owner or such person shall be entitled to possession of the property.

§ 202. Sale to be advertised; exception. 1. Each sale of personal property of a value of one hundred dollars or more, or of any security, to satisfy a lien thereon shall be at public auction to the highest bidder, and shall be held in the city or town where the lien was acquired. After the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one

or two hundred one-a of this article, notice of such sale shall be published once a week, for two consecutive weeks, in a newspaper published.in the town or city where such sale is to be held, and such sale shall be held not less than fifteen days from the first publication; if there be no newspaper published in such town, such notice shall be posted at least ten days before such sale in not less than six conspicuous places therein. Such notice shall describe the property to be sold and shall state the name of the person for whose account the same is then held and the time and place of such sale, provided, that if the property to be sold is a security, the description in such notice shall consist of a statement of the name of the issuer or obligor, the state of incorporation or organization of the issuer or obligor, the amount and class of the security and the address of the issuer or obligor last known to the lienor. For the purpose of this article, the term "security" shall include common and preferred stocks and bonds, debentures, notes and other obligations, corporate or otherwise, for the payment of money.

2. Each sale of personal property of a value of less than one hundred dollars, other than a security, to satisfy a lien thereon, shall be made pursuant to the provisions of subdivision one hereof, or at a bona fide private sale in the city or town where the lien was acquired. A bona fide private sale pursuant to this section shall not be made until the expiration of six months after the time for the payment of the amount of the lien specified in the notice required to be served by section two hundred one or two hundred one-a of this article. Notice of the bona fide private sale shall be posted at least twenty days before such sale in a conspicuous place on the premises where the personal property was left or delivered by the owner. Such notice shall either (a) contain the name and address of the owner and a brief description of the property, or (b) provide that all property left on or before a specified date will be subject to sale, and shall also specify the time and place of sale.

§ 202-a. Sale of a security. A description of a security, as such term is defined in section two hundred two, substantially similar to the

description specified in said section shall, in the absence of agreement to the contrary and unless otherwise provided by statute, be deemed sufficient for the purposes of a notice of sale of such security at public auction to satisfy a lien thereon although such sale is not made pursuant to the provisions of this article. Nothing in this section or in section two hundred two or in section two hundred two-b shall be construed to invalidate any sale of such a security made in accordance with the provisions of an applicable agreement.

§202-b. Pledgee may buy at public sale. Unless the pledge agreement otherwise provides, in all cases where a pledgee may lawfully sell pledged property and the property is sold at public sale, the pledgee, or his assignee or the legal representative of either, may fairly and in good faith purchase the pledged property or any part thereof at the sale. This section does not apply to a sale of property pawned or pledged with a collateral loan broker.

§203. Redemption before sale. At any time before such property is so sold, the owner thereof or any person entitled to notice of sale pursuant to section two hundred one of this article may redeem the property by paying to the lienor the amount due on account of the lien, and whatever legitimate expenses have been incurred at the time of such payment in serving the notice and advertising the sale as required in this article. Upon making such payment, any of such persons are entitled to the possession thereof.

§204. Disposition of proceeds. Of the proceeds of such sale, the lienor shall retain an amount sufficient to satisfy his lien, and the expenses of advertisement and sale. The balance of such proceeds, if any, shall be held by the lienor subject to the demand of the owner, or his assignee or legal representative, or any person entitled to notice of sale pursuant to section two hundred one of this article. A notice that such balance is so held shall be served personally or by mail upon all such persons. If such balance is not claimed by any of such persons within thirty days from the day of sale, such balance shall be deposited with the treasurer or chamberlain of the city or village, or the

commissioner of finance in the city of New York, or the supervisor of the town, where such sale was held. There shall be filed with such deposit, the affidavit of the lienor, stating the name and place of business or residence of such persons, if known, the articles sold, the prices obtained therefor, that the notice required by this article was duly served and how served upon such persons, and that such sale was legally and how advertised. There shall also be filed therewith a copy of the notice or judgment served upon such persons and the notice of sale published or posted as required by this article. The officer with whom such balance is deposited shall credit the same to such persons, and pay the same to such persons on demand and satisfactory evidence of identity. If such balance remains in the possession of such officer for a period of five years, unclaimed by a person legally entitled thereto, it shall be transferred to the general funds of the town, village or city, and be applied and used as other moneys belonging to such town, village or city.

§ 205. Remedy not exclusive. The preceding provisions of this article do not preclude any other remedy by action or otherwise, now existing, for the enforcement of a lien against personal property, or bar the right to recover so much of the debt as shall not be paid by the proceeds of the sale of the property.

§ 206. Enforcement by action; when and in what courts; procedure in action to foreclose real property mortgage applicable in actions to foreclose a mortgage or other lien. An action may be maintained to foreclose a lien upon a chattel, for a sum of money, in any case where such a lien exists at the commencement of the action. The action may be brought in any court, of record or not of record, which would have jurisdiction to render a judgment, in an action founded upon a contract, for a sum equal to the amount of the lien. For the purposes of this section and of sections two hundred seven to two hundred ten inclusive a chattel mortgage to secure the payment of a loan of money or other debt, or the purchase price of chattels, a contract of conditional sale of personal property, a hiring of personal property where title is not to

vest in the person hiring until payment of a certain sum and a security interest created by a security agreement in personal property, shall be deemed a lien upon a chattel. The procedure in an action to foreclose a mortgage on real property, in so far as it may be applicable, shall apply in actions to foreclose a mortgage or other lien on chattels or other personal property.

§ 207. Warrant to seize chattel; proceedings thereupon. If the plaintiff is not in possession of the chattel, a warrant may be granted by the court, or a judge thereof, commanding the sheriff, or such enforcement officer as is provided by law to execute the mandates of the particular court, to seize the chattel and safely keep it to abide the final judgment in the action. The provisions of the civil practice law and rules, and the provisions of the court act of the particular court, relating to an order of attachment shall apply to such warrant of seizure, and to the proceedings to procure it, and after it has been issued, except as otherwise expressly prescribed in this article.

§ 208. Judgment. In an action brought in a court specified in the last section, final judgment, in favor of the plaintiff, must specify the amount of the lien or the monetary obligation secured by the security interest, and direct a sale of the chattel to satisfy the same and the costs, if any, by a referee appointed thereby, or an officer designated therein, in like manner as where a sheriff sells personal property by virtue of an execution; and the application by him of the proceeds of the sale, less his fees and expenses, to the payment of the amount of the lien or the monetary obligation secured by the security interest, and the costs of the action. It must also provide for the payment of the surplus to the owner of the chattel, and for the safe keeping of the surplus, if necessary, until it is claimed by him. If a defendant, upon whom the summons is personally served, is liable for the amount of the lien or the monetary obligation secured by the security interest, or for any part thereof, it may also award payment accordingly.

§ 209. Action in inferior court. Where the action is brought in a court, other than one of those specified in section two hundred and

seven. If the plaintiff is not in possession of the chattel, a warrant, commanding the proper officer to seize the chattel, and safely keep it to abide the judgment, may be issued, in like manner as a warrant of attachment may be issued in an action founded upon a contract, brought in the same court; and the provisions of law, applicable to a warrant of attachment, issued out of that court, apply to a warrant, issued as prescribed in this section, and to the proceedings to procure it, and after it has been issued; except as otherwise specified in the judgment. A judgment in favor of the plaintiff, in such an action, must correspond to a judgment, rendered as prescribed in the last section, except that it must direct the sale of the chattel by an officer to whom an execution, issued out of the court, may be directed; and the payment of the surplus, if its safekeeping is necessary, to the county treasurer, for the benefit of the owner.

§ 210. Application. Sections two hundred and six to two hundred nine inclusive do not affect any existing right or remedy to foreclose or satisfy a lien upon, or a security interest in a chattel, without action; and they do not apply to a case, where another mode of enforcing a lien upon a chattel is specially prescribed by law.

§ 211. Arrears/past due support. 1. The New York state office of temporary and disability assistance, or a local social services district, or its authorized representative on behalf of persons receiving services under title six-A of article three of the social services law shall have a lien against personal property owned by a support obligor when such support obligor is or was under a court order to pay child support or combined child and spousal support to a support collection unit and such support obligor has accumulated support arrears/past due support in an amount equal to or greater than the amount of support due pursuant to such order for a period of four months. Such lien shall be in an amount sufficient to satisfy such support arrears/past due support. Said lien shall be perfected in the case of a vehicle as that term is defined in section two thousand one hundred one of the vehicle and traffic law with the department of motor

vehicles. The filing of a notice of lien or of a release of lien shall be completed without payment of a fee. The filing of notice of lien or release of lien may be done by electronic means.

2. The state shall accord full faith and credit to liens which arise in another state when such state agency, party or other entity seeking to enforce such a lien complies with the procedural rules relating to such liens as provided for in section one hundred eleven-u of the social services law, article forty-six of the vehicle and traffic law or article nine of this chapter as is appropriate. Such rules may not require judicial notice or hearing prior to enforcement of such a lien and enforcement shall be governed by article nine of this chapter.

3. For the purposes of determining whether a support obligor has accumulated support arrears/past due support for a period of four months, the amount of any retroactive support, other than periodic payments of retroactive support which are past due, shall not be included in the calculation of arrears/past due support pursuant to this section; however, if at least four months of support arrears/past due support have accumulated subsequent to the date of the court order, the entire amount of any retroactive support may be collected pursuant to the provision of this section or as otherwise authorized by law.

FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT
OFFICE OF PURCHASING
240 OLD COUNTRY ROAD
MINEOLA, NEW YORK 11501

BID NUMBER
9899-05269-038

Dated: 05/14/09

BID OPENING DATE
05/26/09
11:00 A.M. E.D.S.T.

BUYER	TELEPHONE	REQUISITION NUMBER
GERALD KRAUS	(516) 571-3936	N/A

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: COUNTY IMPOUND GARAGE CONTRACTS

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

HE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR IDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL NOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN INETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER UOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF _____ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

HE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED VITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITA-ION FOR BIDS; AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST NOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:
ZONES 1 & 4, 2 & 5, 3 THRU 20
NASSAU COUNTY POLICE DEPARTMENT – LEGAL BUREAU
1490 FRANKLIN AVENUE, MINEOLA, N.Y. 11501
ATT: KIM KRAMER @ (516) 573-7210

GUARANTEED DELIVERY DATE
_____ DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
11354 2226

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER A1 Grand Auto Body, INC.
ADDRESS 105 Herricks Road
CITY Garden City Park STATE N.Y. ZIP CODE 11040 TELEPHONE 516-294-4200
Richard Holecek President — Richard Holecek Pres.
SIGNATURE OF AUTHORIZED INDIVIDUAL — PRINT OR TYPE NAME OF SIGNER AND TITLE

N EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, Except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: A1 Grand Auto Body, Inc. (Richard Holecek, Pres.)

Address: 105 Herricks Road, Garden City Pk, New York 11040

Telephone No: 516 - 294 - 4200 Fax No: 516 - 294 - 5742

1. State Whether: A Corporation X

Individual _____

Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

.) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

:) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

:) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

:) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

:) Partnership. The Names and Home Address of all General and Limited Partners.

:) Limited Liability Company. The Names and Home Addresses of all Members.

:) Limited Liability Partnership. The Name and Home Addresses of all Members.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Richard Holecek President
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
9899-05269-038

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: Garden City Police Dept.
ADDRESS: 347 Stewart Ave.
Garden City NY 11530
TELEPHONE: 516-742-9600 CONTACT PERSON Commissioner Ernest Cipulla
CONTRACT DATE: 2000

2. REFERENCE'S NAME: Nassau County Police 3rd PCT.
ADDRESS: 214 Hillside Ave.
Williston Park N.Y. 11596
TELEPHONE: CONTACT PERSON Eileen Lyons/Impounds
CONTRACT DATE: 2005/2006

3. REFERENCE'S NAME: Nassau County 5th PCT
ADDRESS: 1655 Dutch Broadway
Elmont N.Y. 11003
TELEPHONE: CONTACT PERSON Penny Kirland / IMPOUNDS
CONTRACT DATE: 2005/2006

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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BIDDER SIGN HERE Richard Holbert President
BIDDER TITLE

As used in this Appendix EE the term "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.

NOTE:
CONSISTENT WITH LOCAL LAW 19-2003, WHICH PROHIBITS THE USE OF COUNTY RESOURCES TO INTERFERE WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF THE FOLLOWING APPENDIX "U".

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:

1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and

2.) whether to become a member of any labor organization.

B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.

C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand ($50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.

D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.

F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.

G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether for a profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.

H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.

I.) Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand ($50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.

J) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.

K) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.

B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.

C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.

D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

1.) addressing a grievance or negotiating or administering a collective bargaining agreement;

2.) allowing a labor organization or its representative's access to the employer's facility or property;
3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and

4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

Every Nassau County Department, Agency, Authority or Office shall:

1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.

Section 8. Enforcement.

A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.

B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;

C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

PERIOD COVERED: Shall be for three (3) years from the effective date of the contract The County of Nassau reserves the right to extend the Contract up to an additional two (2) year(s), at up to one (1) year options. However, the termination of the Contract may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Contract as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

NOT WITHSTANDING THE FOREGOING, THE CONTRACTS FOR ALL ZONES WILL EXPIRE ON THE SAME DATE CERTAIN; SAID DATE TO BE DETERMINED BY THE COUNTY OF NASSAU.

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Richard Schoch — BIDDER

President — TITLE

DEFAULT: The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the County of Nassau shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County of Nassau will arrange for the work to b done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

GENERAL CONDITIONS:

All repairs to be made in accordance with "OSHA" safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment of system(s), to Contractor's shop, must be approved by an authorized agency representative. The County of Nassau shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] President
BIDDER TITLE

NOTICE TO ALL BIDDERS:

Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

The purpose of this bid is to establish a yearly price to be paid by the successful bidder for the designation as a County Impound Garage; and, who shall thereafter have the exclusive right to:

A. Tow damaged or incapacitated vehicles from the streets and highways of the portion of Nassau County which is included within the specific geographic zone, in specific situations where an operator is unable to select an authorized tow truck, where impound is mandated by statute, or as directed by the Nassau County Police Department

B. Store the motor vehicles on his property for an unspecified period.

C. Perform necessary work at the scene of accident in order to be able to remove the vehicle from the location reported to him by the Nassau County Police Department.

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BIDDER SIGN HERE Richard McCraft — BIDDER — President — TITLE

The following information may be useful in describing the duties of a County Impound Garage Contractor:

1. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis.

2. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as indicated in the bid specification.

3. A contractor shall not release, sell, purchase or in any manner dispose of any motor vehicle or motorcycle placed in such garage by the Police Department without written authorization of the Police Department.

4. When a vehicle is impounded by the Police Department pursuant to its duties under the provisions of the Nassau County Administrative Code and delivered to the custody of a County Impound Garage, the contractor will be authorized to charge the owner of the vehicle, or other authorized person claiming the vehicle, the applicable charges as indicated in the bid specification. If the owner of said vehicle fails to claim the vehicle, the Police Department will notify the contractor when the vehicle is released from impound. It will then be the responsibility of the contractor to proceed in accordance with the provisions of section 184 of the Lien Law of the State of New York in order to dispose of the vehicle and to obtain payment of his fees.

GENERAL CONDITIONS

In submitting his bid, the bidder declares and affirms that he understands and agrees to the following:

1. To make service available twenty-four (24) hours a day, seven (7) days a week.

2. To respond to a call from the Nassau County Police Department immediately and to arrive at a designated location as quickly as the "time of day" traffic will permit. In no case can response time exceed one hour.

3. That he has license to operate in all municipalities in the area on which he has bid.

4. That he has read, understands, and agrees to be bound by the provisions of this bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE: Richard P. Block — BIDDER — President — TITLE

8. That he shall conduct brake examinations upon impounded vehicles pursuant to a request by the Nassau County Police Department and in furtherance thereof, he agrees to employ a mechanic of sufficient ability and experience to make such examinations and give testimony as to their condition when requested by the Nassau County Police Department.

9. That he agrees to submit to an initial inspection by personnel of the Division of Purchase and Supply and the Police Department to determine his ability to perform the services specified in this bid; and if in receipt of award, that he further agrees to submit to additional periodic inspections by authorized members of the Nassau County Police Department to assure his continued ability to serve as specified.

10. That he agrees to abide by all lawful instructions, directions and requests of the Police official in charge of the scene or incident to which he is called.

11. "That he agrees to respond to an adjacent zone and render the services provided herein when the vendor servicing said adjacent zone is unavailable"

THE BIDDER WARRANTS THAT HE IS NOT IN ARREARS TO THE COUNTY OF NASSAU UPON DEPT OR CONTRACT, AND THAT HE IS NOT IN DEFAULT AS SURETY, CONTRACTOR, OR OTHERWISE, UPON ANY OBLIGATION TO THE COUNTY.

The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of any agreement without prior consent of the County.

This bid and any Contract awarded hereunder is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended, Section 22-42 of the Administrative Code of the County of Nassau and provisions of the Anti-Discrimination Order of the County of Nassau.

SECURITY: The Vendor shall obtain and file with the County of Nassau within seven (7) days, security in the minimum amount of ten thousand ($10,000.00) dollars, or in the event the annual contractual amount due exceeds ten thousand ($10,000.00) dollars, an amount equal to that annual sum, and shall be entrusted to the County of Nassau as reflected in the award. The security will guarantee the faithful performance of the contract, with the understanding that the whole, or any part thereof, may be used by the County of Nassau to supply any deficiency that may arise from the default of the vendor.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Michael J. Cocek President
BIDDER TITLE

2.0 In addition to the above prerequisites, bidders must cooperate with the Inspection Team, at the time specified by the Nassau County Police Department, as provided in paragraph 9 of the General Specifications, and be prepared to show the Inspection Team the following:

2.1 The required Towing Vehicles.

2.2 The required fenced and lighted premises.

2.3 The name and agreement for heavy towing as required in paragraph 7 of the General Specifications.

FAILURE TO COOPERATE WITH THE INSPECTION TEAM MAY RESULT IN DISQUALIFICATION.

BIDDERS SHALL ENTER THEIR BID OFFER IN THE SPACE PROVIDED AFTER EACH ZONE DESCRIPTION. PLEASE READ THE ZONE DESCRIPTION CAREFULLY AND REFER TO THE MAP FOR GENERAL LOCATION. IF BIDDING ON MORE THAN ONE ZONE, PLEASE BEAR IN MIND THAT YOU MUST DEMONSTRATE YOUR ABILITY TO MEET STORAGE AND TOWING REQUIREMENTS FOR THE TOTAL AREA BID. A CONTRACT WILL BE AWARDED TO ONLY ONE (1) CONTRACTOR PER ZONE.

IT IS NOTED THAT EACH BIDDER MAY ONLY BID ON A ZONE WHERE THEIR FACILITY IS LOCATED OR AN ADJACENT ZONE PER THE ENCLOSED NASSAU COUNTY IMPOUND ZONE MAP/ DESCRIPTION.

REQUESTS FOR INFORMATION CONCERNING THIS BID MUST BE MADE TO THE DIVISION OF PURCHASE AND SUPPLY:

ATT: MR. GERALD KRAUS
(516) 571-3936

IMPOUNDING THE VEHICLE AND PLACEMENT IN A DESIGNATED COUNTY IMPOUND GARAGE

For the purpose of impounding vehicles, the territory within the County of Nassau has been divided into twenty (20) zones. For each zone a competent and responsible garage owner will be selected and designated County Impound Garage Contractor. Each contractor must have the necessary equipment to tow motor vehicles and motorcycles, have adequate space for storage and be able to provide such services on a twenty-four (24) hour-a-day basis. Each contractor must agree that the charges for towing an impounded vehicle are to be on a fixed-sum basis as listed below:

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the Using Agency.

Employees of the Contractor while on service call shall carry an identification badge or cards, and shall be instructed to submit same to scrutiny upon request by security or supervisory personnel of Nassau County.

NOTICE TO BIDDERS:

Any Contract awarded hereunder shall be subject to the Bid Terms and Conditions, Form No. PUR-4926D. 5/67. Rev. 2/83, to the extent not in conflict with the terms thereof.

ACCESS CLAUSE: If any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the contractor agrees that it will make available upon written request by the Secretary of Health & Human Services, or by the Controller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto, documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of four (4) years after the furnishing of any of the services described in this contract.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE: Richard [illegible] — BIDDER

President — TITLE

NOTE: ZONES 2 and 5 MUST BE BID AS A UNIT

ZONES 2 & 5

ZONE 2

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the eastern shore line of Hempstead Harbor and Hempstead Bay; following the shore line of the Long Island Sound easterly and southerly to a point where the Nassau-Suffolk County lines meet in Cold Spring Harbor; then southerly along said County lines to North Hempstead Turnpike (Northern Boulevard) then westerly along the northern extremity of North Hempstead Turnpike (Northern Boulevard) to the Town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to point of beginning.

ZONE 5

All the territory within the following boundaries: Beginning at a point where the town line of the Townships of North Hempstead and Oyster Bay meet with the northern extremity of Northern Boulevard (North Hempstead Turnpike) then easterly along the northern extremity of Northern Boulevard (North Hempstead Turnpike), to the Nassau-Suffolk County Line, then southerly along the Nassau County Line to Jericho Turnpike, then westerly along the southern extremity of Jericho Turnpike to the town line of the Townships of North Hempstead and Oyster Bay, then northwesterly along the town line of the Townships of North Hempstead and Oyster Bay to the point of beginning.

ZONES 2 and 5. BID OFFER: $ -0- ANNUALLY

ZONE 3

All the territory within the following boundaries: Beginning at a point where the New York City Line meets the eastern shore line of Little Neck Bay, then northerly along the eastern shore of Little Neck Bay to Kings Point, then southerly along the western shore line of Manhasset Bay to Community Drive, then southerly along the eastern extremity of Community Drive to the southern extremity of the Long Island Expressway, then westerly along the southern extremity of the Long Island Expressway to the New York City Line, then northwesterly along the New York City Line to the point of beginning.

ZONE 3. BID OFFER: $ 1413. ANNUALLY

27

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE: Richard [illegible] President
BIDDER TITLE

ZONE 9

All the territory within the following boundaries: Beginning at a point where the Townships of North Hempstead and Oyster Bay meet the Northern State Parkway then easterly along the southern extremity of the Northern State Parkway to Route 107 then southerly along the eastern extremity of Route 107 to the boundary line of the Townships of Hempstead and Oyster Bay then southerly along the boundary line of the Townships of Hempstead and Oyster Bay to the Southern State Parkwayt, then westerly along the northern extremity of the Southern State Parkway to the Wantagh State Parkway then northwesterly along the eastern extremity of Wantagh State Parkway to the point of beginning.

ZONE 9. BID OFFER: $ -0- ANNUALLY

ZONE 10

All the territory within the following boundaries: Beginning at a point where Jericho Turnpike meets the New York City line, then easterly along the southern extremity of Jericho Turnpike to the boundary lines of the Townships of Hempstead and North Hempstead, then easterly along the boundary lines of the Townships of Hempstead and North Hempstead to Nassau Boulevard, then southerly along the eastern extremity of Nassau Boulevard to Southern State Parkway, then westerly along the northern extremity of the Southern State Parkway to the New York City Line then northerly along the New York City Line to the point of beginning.

ZONE 10 BID OFFER $ 19,913 ANNUALLY

ZONE 11

All the territory within the following boundaries: Beginning at a point where Nassau Boulevard meets the boundary lines of the Townships of Hempstead and North Hempstead then easterly along said boundaries to Old Country Road and easterly along the southern extremity of Old Country Road to Merrick Avenue, then southerly along the eastern extremity of Merrick Avenue to the Southern State Parkway, then westerly along the northern extremity of the Southern State to Nassau Boulevard, then northerly along the eastern extremity of Nassau Boulevard to the point of beginning.

ZONE 11. BID OFFER $ 22,913. ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Richard Robert President
BIDDER TITLE

ZONE 15

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway and northwest boundary of the Incorporated Village of Rockville Centre meet, then easterly along the southern extremity of the Southern State Parkway to the eastern extremity of Brookside Avenue, then southerly along the eastern extremity of Brookside Avenue, then southeasterly following an imaginary line which intersects Milburn Creek and Freeport Bay, then southerly to the southern extremity of Baldwin Bay, then southwesterly following an imaginary line which intersects Middle Bay and Garretts Lead to the western extremity of Domar Canal, then northerly along the western extremity of Domar Canal to West Oceanside Road, then northerly along the western extremity of West Oceanside Road to Oceanside Road, then northwesterly and northerly along the western extremity of Oceanside Road to Davison Avenue, then westerly along the southern extremity of Davison Avenue to Lower Lincoln Avenue, then southwesterly along the southeasterly extremity of Lower Lincoln Avenue to Atlantic Avenue, then westerly along the southern extremity of Atlantic Avenue to the eastern boundary line of the Incorporated Village of East Rockaway, then northerly along the eastern boundary line of the Incorporated Village of East Rockaway to the western boundary line of the Incorporated Village of Rockville Centre, then northerly along the western boundary line of the Incorporated Village of Rockville Centre to the point of beginning.

ZONE 15 BID OFFER $ 0 ANNUALLY

ZONE 16

All the territory within the following boundaries: Beginning at a point where the Southern State Parkway meets Brookside Avenue, then easterly along the southern extremity of the Southern State Parkway to Newbridge Road, then southerly along the eastern extremity of Newbridge Road to Baldwin Creek and southerly through East Bay, Broad Creek Channel, towards the Meadowbrook Parkway and Jones Inlet (at Point Lookout), then westerly along the Atlantic Coast line to Lido Beach, then northerly following an imaginary line intersecting Middle Bay and Baldwin Bay, to the northern extremity of Freeport Bay, then northerly along the eastern extremity of Brookside Avenue to the point of beginning.

ZONE 16 BID OFFER $ 0 ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Richard [illegible] BIDDER President TITLE

Zone 19

All the territory within the following boundaries: Beginning at a point where Ocean Boulevard and the New York City Line meet and easterly following the southerly boundary line of the Incorporated Village of Valley Stream and the southern boundary line of the Incorporated Village of Lynbrook to the boundary line of the Incorporated Village of Rockville Centre then southerly following the eastern boundary line of the Incorporated Village of East Rockaway (Mill River) to the southern extremity of Atlantic Avenue, then easterly along the southern extremity of Atlantic Avenue to lower Lincoln Avenue, then northeasterly along the southeasterly extremity of lower Lincoln Avenue to Davison Avenue, then easterly along the southern extremity of Davison Avenue to Oceanside Road, then southerly and southeasterly along the western extremity of Oceanside Road to West Oceanside Road, then southerly along the western extremity of West Oceanside Road to Domar Canal, then southerly along the western extremity of Domar Canal to Garretts Lead, then northeasterly following an imaginary line which intersects Garretts Lead and Middle Bay to the southern extremity of Baldwin Bay, then southerly following an imaginary line south which intersects Middle Bay and Lido Beach to the Atlantic Coast Line, then westerly along the Atlantic Coast Line to the western boundary line of the City of Long Beach, then northerly to the center point of Reynolds Channel, easterly along Reynolds Channel to Broad Channel, then northerly through Broad Channel to a point where an imaginary line drawn from Woodmere Boulevard meets Broad Channel, then northwesterly along the north-eastern extremity of Woodmere Boulevard to the northwestern end of Woodmere Boulevard then westerly along an imaginary line to the New York City Line, then northeasterly and north along the New York City Line to the point of beginning.

ZONE 19 BID OFFER $ 0 ANNUALLY

ZONE 20

All the territory within the following boundaries: Beginning at a point where an imaginary line drawn from the northwest end of Woodmere Boulevard intersects the New York City Line and the County of Nassau Line, then southeast along this imaginary line through and including all of Woodmere Boulevard and along an imaginary line drawn from the southeast end of Woodmere Boulevard to the center line of Broad Channel, south along the center line of Broad Channel to Reynolds Channel; west along Reynolds Channel to the western boundary line of the City of Long Beach; south on this boundary line to the Atlantic Ocean; then due west along the ocean coast line to a point in Reynolds Channel where the boundary line of the City of New York and the County of Nassau meet; then following this boundary in a general northerly direction to the point of beginning.

ZONE 20 BID OFFER $ 0 ANNUALLY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER President TITLE

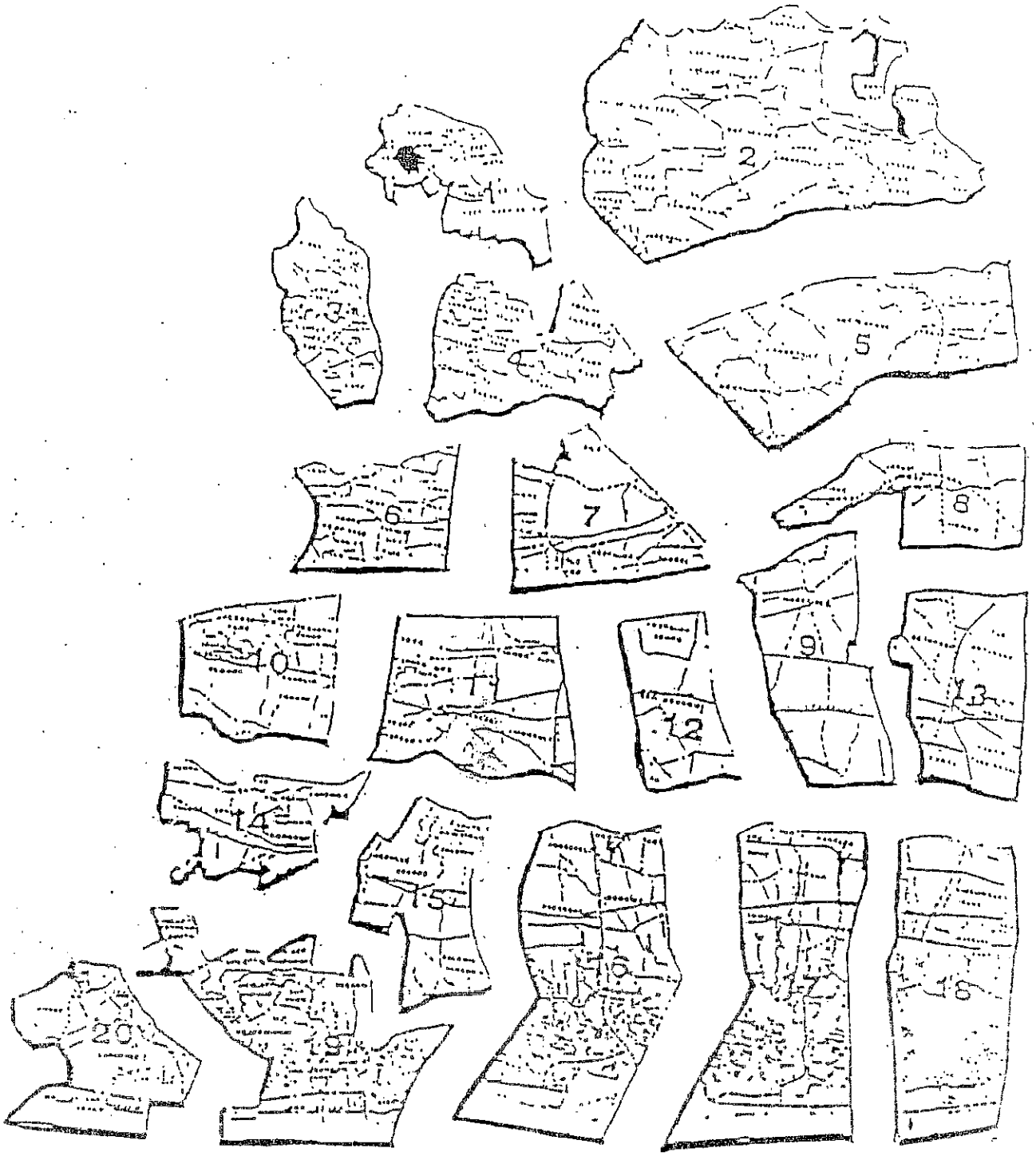
2008

Zone	Total Impounds
1	5
2	41
3	46
4	347
5	45
6	174
7	238
8	423
9	423
10	473
11	528
12	413
13	256
14	201
15	63
16	291
17	344
18	92
19	188
20	146

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE Richard Helcell — BIDDER

President — TITLE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A1 Grand Auto Body Inc.

105 Herricks Road
Garden City Park, N.Y. 11040
(516) 294-4200 Fax (516) 294-5742
DMV # 7087762

Disclosure Statement

#2 Closely Held Corporation

President 100% Shareholder

Richard Holecek

[redacted]

Corporation and ownership remains unchanged

Sign Richard Holecek president

Affidavit of Use from landlord

AFFIDAVIT OF USE

Gerald DiCunzolo, being duly sworn deposes and says:

That he is the President United Electric Power, hereby makes the following affidavit under penalties of perjury as Landlord for the property located at 270 Park Avenue, Garden City Park, NY 11040. That as such he is fully familiar with all of the facts and circumstances surrounding the Lease of the Property currently leased to
A1 Grand Auto Body, Inc.

That I hereby consent and acknowledge that the said premises will be used by the Tenant A1 Grand Auto Body, Inc. for and as a Terminal and or storage facility for motor vehicles. That said usage is with the full knowledge and consent of the Landlord, and said consent is irrevocable, under the terms of the lease throughout said duration, and for any extension thereof.

That I have the full authority and capacity to act on behalf of the Corporation, and said actions with regard to this matter are fully within my duly authorized capacity to act on behalf of the Corporation.

Gerald DiCunzolo, President
United Electric Power

Sworn To Before Me this
13th day of May, 2008.

Notary Public

Notary Public State Of New York
Qualified in Nassau County
Reg No.: 02KA4923841
Commission Expires Feb. 22, 2010

as per attached Survey (Schedule A)

[illegible] City of New York, for the term of ten (10) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the 3rd day of March, 2000 [illegible] and to end on the 12th day of April, 2010 [illegible] both dates inclusive, at an annual rental rate of as per Rider "Rent Rider"

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner, or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first [illegible] monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, [illegible] assigns, hereby covenant as follows:

1. Tenant shall pay the rent as above and as hereinafter provided.

2. Tenant shall use and occupy demised premises for auto body repair [illegible] purposes. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, [illegible] show windows and signs in a neat and clean condition.

3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, additions or improvements which are non-structural and which affect utility services or plumbing and electrical lines, in the interior of the demised premises by using contractors or mechanics [illegible] by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Tenant agrees to carry and will cause Contractors and sub-contractors to carry such workmen's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days after the filing thereof, at Tenant's expense, by payment, filing the bond required by law or otherwise.

All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to or prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall promptly and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner at Tenant's expense.

4. Tenant's shop, machine and repair equipment, [illegible] Owner allows Tenant to erect on the outside of the building, [illegible] hoist, lift or sidewalk elevator for the exclusive use of Tenant shall maintain such exterior installations in good appearance and cause the same to be operated in a good and workmanlike manner. Tenant shall make all repairs thereto necessary to keep same in good order and condition at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building, including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be not entitled to any set off or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other Casualty which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

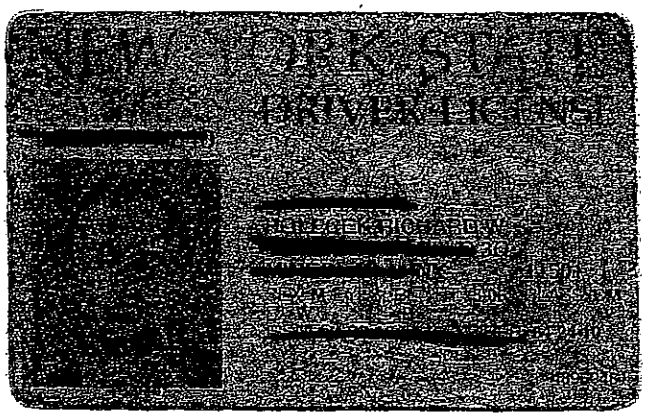
Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building if arising out of Tenant's use or manner of use of the premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do

[illegible] all necessary legal steps including filing such bonds as will be set by the Court to remove the mechanic's lien.

[illegible]

[illegible] City Park, NY 11[illegible]

(516) 203-8[illegible]


NEW YORK STATE
DRIVER LICENSE

Permit No. 2009-031

Village Permit

This Is Evidence That

RICHARD HOLECEK
A 1 GRAND AUTO BODY
105 HERRICKS ROAD
GARDEN CITY PARK, NY 11040

Has Applied for and Has Been Granted a Permit by the

Inc. Village of New Hyde Park

Pursuant To Village Code Chapter 181 Article II Section 181-19 the Holder Is Authorized to Operate a Tow Car Company.
This Permit Is Non Transferable. All Required Fees Have Been Paid.

This Permit Expires on January 31, 2010.

2-4-09
Issue Date

Issuing Officer

DON'T PEEL STICKER FROM FRONT - SEE BACK!

Keep this document to show to the police and courts.

[redacted]

04/30/10

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4 [redacted] 10

2008 FORD TOW

MV-696R (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

2008 FORD NONTRANSFERABLE

TOW WH [redacted]

019500 D 8 [redacted] APR 14 2009

Wt/Seats Fuel/Cyl DPR NDODFA

A1 GRAND AUTO BODY Expires 04/30/10

INC >DEMA<

105 HERRICKS RD 115.25

GADEN CITY PK NY 11040

ANNUAL CHG

AMT PAID (INCLADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS 4779.50

ST-176(MV) NEW YORK STATE

RECEIPT FOR PAYMENT OF SALES TAX

JURIS 2811 RATE 8.625% 4554.00

9041400DFA EZ221889 DPR

[redacted]

A1 GRAND AUTO BODY

INC

Keep this document to show to the police and courts.

MV-639TR (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

2008 FORD NONTRANSFERABLE

TOW WE [redacted]PR 28 2008

Wt/Seats Fuel/Cyl MEG RHD609

A1 GRAND AUTO Expires 04/30/10

BODY INC >DEMA<

105 HERRICKS RD 106.25

GARDEN CITY PK NY 11040

ANNUAL CHG

AMT PAID (INCL ADD CHG)

[redacted] VOID IF ALTERED EXCEPT FOR ADDRESS [redacted]

Keep this document to show to the police and courts.

MV-53TR (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW

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1993 FORD NONTRANSFERABLE
FLAT BK [redacted]
008700 D S [redacted] JUN 24 2008
Wt/Seats Fuel/Cyl [redacted]6
A1 GRAND AUTO BODY Expires 06/30/10
INC >DEMA<
105 HERRICKS RD 53.25
GARDEN CITY PK NY 11040

AGENCY AS CHG
AMT PAID ENCLOSED CHG

136.50

EU792774 WILL BE ALTERED EXCEPT FOR ADDRESS

DON'T PEEL STICKER FROM FRONT - SEE BACK!

569687BW

>DEMA< M1 01/31/10

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1995 CHEVR TOW

[redacted] TOW 7

STOP

Keep this document to show to the police and courts.

MV-83SCR (5/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW

[redacted]

1995 CHEVR NONTRANSFERABLE

TOW WH [redacted]

[redacted]5 APR 29 2008

Wt/Seats Fuel/Cyl WEB WEBCDA

A1 GRAND AUTO BODY Expires 01/31/10

INC >DEMA<

105 HERRICKS RD 53.25

GARDEN CITY PK NY 11040 ANNUAL CHG

AMT PAID (INCL ADD CHG)

569687BW VOID IF ALTERED EXCEPT FOR ADDRESS 3.00

X0000126

AI GRAND AUTO BODY
INC
105 HERRICKS RD
GARDEN CITY PK NY 11040

Business History Form

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/15/15

1) Bidder's/Proposer's Legal Name: A 1 Grand Auto Body INC.

2) Address of Place of Business: 105 Herricks Rd. Garden City Park, N.Y. 11040

List all other business addresses used within last five years: _____

3) Mailing Address (if different): _____

Phone: (516) 294-4200

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 11-3542226

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. N/A

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. N/A

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. N/A

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Attachments to Business History Form

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

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Garden City Police Department

Contact Person Kenny Jackson

Address 347 Stewart Ave.

City/State Garden City, N.Y. 11530

Telephone (516) 742-9600

Fax # (516) 465-4095

E-Mail Address NA

Company Village of New Hyde Park

Contact Person Pat Anderson

Address 1420 Jericho Turnpike

City/State New Hyde Park N.Y. 11040

Telephone (516) 354 0022

Fax # (516) 354-6004

E-Mail Address NHPCLERK@VNHP.org

Company Village of Mineola

Contact Person Joya Goryeks

Address 155 Washington Ave.

City/State Mineola N.Y. 11501

Telephone (516) 746-0750

Fax # (516) 746-5602

E-Mail Address NA

CERTIFICATION

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

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

Sworn to before me this 19th day of October 2015

Jonathan Hoge
Notary Public

JONATHAN KEITH HOGE
Notary Public, State of New York
No. 01HO6306767
Qualified in Nassau County
Commission Expires June 23, 2016

Name of submitting business: A1 Grand Auto Body, INC.

By: Ariel Hogan
Print name

X
Signature

President
Title

10 / 19 / 15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Ariel Hogan
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 105 Herricks Rd.
   City/state/zip Garden City Park, NY 11040
   Telephone (516) 294-4200
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 2/27/13 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. Ariel Hogan 100% shareholder

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO
   X YES ___ If Yes, provide details. Truck Loan Santander Bank
   Contract # 002-0016053-000 2015 Ford F650 Flatbed

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X; If Yes, provide details.
   Grand Auto Body INC. 98 Denton Ave. Garden City PK NY 11040

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

Sworn to before me this 19th day of October 2015

Jonathan Hoge
Notary Public

JONATHAN KEITH HOGE
Notary Public, State of New York
No. 01HO6306767
Qualified in Nassau County
Commission Expires June 23, 2018

Al Grant Auto Body, Inc.
Name of submitting business

Ariel Hogan
Print name

Signature

President
Title

10 / 19 / 15
Date

A1 Grand Auto Body, Inc.

105 Herricks Road
Garden City Park, NY 11040

1. Date of formation 3/24/2000

2/3. Ariel Hogan 100 % shareholder
[redacted]

4. New York State Corporation

5. Employees - six employees

6. Annual Revenue 1,260,844 for the year 2014

7. Summary of relevant accomplishments
Licensed New York State Auto Appraiser
Since 1939 have 4 generations of continuous auto tow and body
Experience to accidents and tows calls for municipalities listed:
Nassau County Tow Impound Garage
Garden City Tow Impound Garage
Village of New Hyde Park Tow Impound Garage
Mineola Tow Impound Garage
Tow Advisory Board – Town of North Hempstead
Town of North Hempstead Tow

8. Copies of all state and local licenses and permits
See attached

B. 15 years at this location

C. Towing for Nassau County many years
Refer to list below

COPY

Nassau County

Police Department

EDWARD P. MANGANO
COUNTY EXECUTIVE

1490 Franklin Avenue
Mineola, New York 11501
(516) 573-8800

THOMAS C. KRUMPTER
ACTING COMMISSIONER

April 30, 2015

A-1 Grand Auto Body, Inc.
105 Herricks Road
Garden City Park, New York 11040
Attention: Richard Holecek

Re: County of Nassau and A–1 Grand Auto Body, Inc.

Dear Mr. Holecek:

I have enclosed the Amendment between the County of Nassau and A–1 Grand Auto Body, Inc. for towing services and storage facilities for the period of ***May 1, 2015 through August 31, 2015***. After reviewing this Amendment, please sign it (in BLUE INK) on page 3 before a Notary Public, who will fill out the first acknowledgement of page 4. Please also affix your corporate seal on page 3. After execution of this Amendment, please return it to my attention at the Nassau County Police Department Personnel and Accounting Bureau at the above address on or before **May 15, 2015** along with the following items:

1. Performance Bond: A performance bond or equivalent in the sum of $19,913.00, pursuant to paragraph 3 (ii) of the Original Agreement extended to August 31, 2015;

2. Insurance:

   (A) A certificate of insurance evidencing Garage Liability and Commercial General Liability Insurance coverage, naming Nassau County as additional insured, with a minimal limit of $3,000,000.00, pursuant to paragraph 9 of the Original Agreement.

   (B) A certificate of insurance evidencing Garage Keeper's Legal Liability Insurance with a minimal limit of $200,00.00, pursuant to paragraph 9 of the Original Agreement;

   (C) A certificate of New York State Workers' Compensation Insurance, pursuant to paragraph 9 of the Original Agreement; and

   (D) All insurance polices must contain a provision against cancellation or material change without at least thirty (30) days written notice to the County.

Continued on next page

AMENDMENT NO. 4

AMENDMENT, dated as of **August 19, 2015** (together with the schedules, appendices, attachments and exhibits if any hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Police Department, having its principal office at 1490 Franklin Avenue, Mineola, New York, 11501 (the "Department") and (ii) A-1 Grand Auto Body, Inc., having its principal office at 105 Herricks Road, Garden City Park, New York 11040 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number **COPD10000003** between the County and the Contractor, executed on behalf of the County on October 15, 2010 (the "Original Agreement"), the Contractor performs certain services for the County in connection with, but not limited to, towing of impounded vehicles, brake tests and such other services, which are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was for 3 years, from March 1, 2010 through February 28, 2013, with options to renew under the same terms and conditions and was extended to April 30, 2015.

WHEREAS, by Amendment dated April 30, 2015, the term was further extended to August 31, 2015.

WHEREAS, the Department is desirous of extending the term for the period of **September 1, 2015** through **January 15, 2016**; and

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

1. With Payment Terms. Amounts paid by the County to the Contractor under the Amended Agreement shall be in accordance with the Original Agreement. Amounts to be paid to the County for the franchises herein shall be the same monthly installments pursuant to the original agreement.

2. Term. This Agreement shall commence on September 1, 2015 and terminate on January 15, 2016, unless sooner terminated by the COUNTY in accordance with this agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

4. Services. All services shall remain the same as in the original agreement provided.

5. Compliance with Law. The Contractor shall comply with all Federal, State and Local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under the Amended Agreement.

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

On the 27th day of February in the year 2013 before me personally came Ariel Hogan 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 the president of A-1 Grand Auto Body Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Palma J. DiMarco
NOTARY PUBLIC

Palma J. DiMarco
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/10/2017

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

On the 27th day of February in the year 2013 before me personally came Ariel Hogan 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 **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Palma J. DiMarco
NOTARY PUBLIC

Palma J. DiMarco
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/10/2017

A1 Grand Auto Body Inc.
105 Herricks Rd
Garden City Park, NY, 11040
(516)294-4200 Phone
(516) 294-5742 Fax
DMV# 7087762

Discloser Statement

#2 Closely Held Corporation

President 100% Shareholder

Ariel Hogan

[redacted]

X_____

Description of Vehicle

Make FORD

Year 2008

Model FLATBED

Motor Vehicle

License Plate # [redacted]

Issued to: A-1GRAND AUTO BODY

Street 105 HERRICKS ROAD

P.O. Address GARDEN CITY PARK

License No. 22

Fee Paid $50.00

Date Issued 4/9/15

Village of Mineola

Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

Description of Vehicle

Make FORD

Year 2015

Model FLATBED

Motor Vehicle

License Plate # [redacted]

Issued to: A1GRAND AUTO BODY

Street 105 HERRICKS ROAD

P.O. Address GARDEN CITY PARK

License No. 20

Fee Paid $125.00

Date Issued 4/9/15

Village of Mineola

Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

INC. VILLAGE OF MINEOLA

155 Washington Avenue, Mineola, N.Y. 11501

License To Do Business

License No. 12810

A License, pursuant to Article II of the Village Law granted to: GRANT Auto Body, Inc.

FOR Name: Tow Car Licenses #24, 25, 26 & 27 / Drivers #18, 19, 20

Company: GRANT Auto Body, Inc.

Date from: 4-15-15 Date to: 1-31-16

Fee: $305.00 Dated: 4-15-15

Approved by: JOSEPH DCarlo Jr.

PLEASE TAKE NOTICE that this license is issued pursuant to the General Ordinances of the Village of Mineola, NY and is revocable; any violation of the State law, or any violation of the Village Ordinances of the Village of Mineola, NY., or any order or direction of the Board of Trustees of Mineola, NY., or the Police Department, will subject the holder thereof to its immediate revocation.

PLEASE TAKE FURTHER NOTICE that this permit is issued to the person whose name appears on the face hereof and is not assignable.

License 063

Expires
30 June 2015

Town of Hempstead

2014/2015 TOW CAR OWNERS LICENSE

ISSUED UNDER PROVISIONS OF CHAPTER 183, CODE OF THE TOWN OF HEMPSTEAD

REGULATING THE OPERATION OF TOW CARS

This is to certify that A1 GRAND AUTO BODY INC.
of GARDEN CITY PARK N.Y., having filed an application pursuant to, and complied with, the provisions of the above ordinance is hereby licensed to own and operate within the unincorporated areas of the Town of Hempstead the tow cars bearing the license numbers listed below.

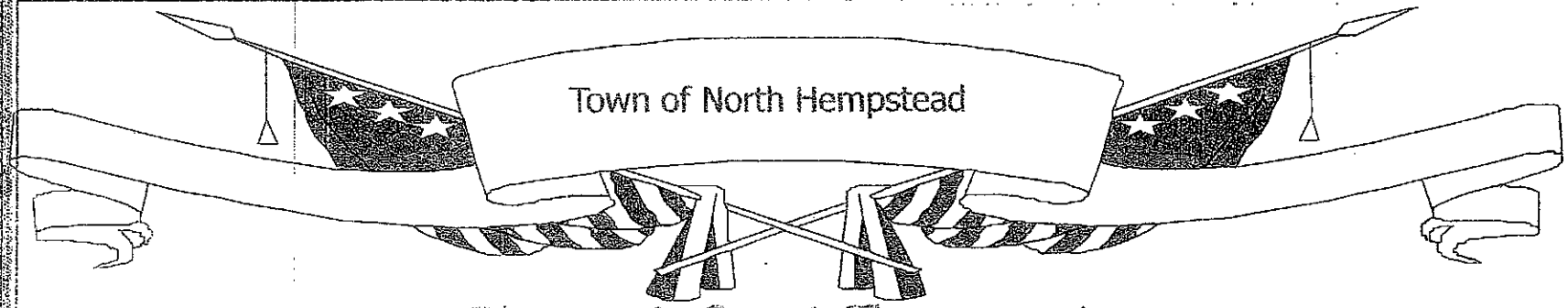
Dated 9-4-14 Number of vehicles licensed 2 Fee paid $ 200.00
The following Town of Hempstead license numbers have been issued to the above named owner: UT- 154-155

NASRIN G. AHMAD
Town Clerk

By: Febie Dennis

DEPUTY TOWN CLERK

© GOES 187



Judi Bosworth
Supervisor

Town of North Hempstead

County of Nassau · State of New York

Wayne H. Wink Jr.
Town Clerk

LICENSED TOW TRUCK OWNER

This is to certify that having full filled qualifications pursuant to the provisions of Chapter 55, of the Code of the Town of North Hempstead, entitled "Tow Trucks" and compliance with all related laws and statues of the State of New York; the County of Nassau, is hereby granted a license to perform Tow Truck operations within the Town of North Hempstead; for the term herein described.

Company Name : Grand Auto Body Inc.

Office/Terminal Located : 98 Denton Ave, Garden City Park, NY 11040

Storage Facility Located: 98 Denton Ave, Garden City Park, NY 11040

License No: 68

Expires: June 30, 2016

Issued By: AMA

6/30/2015

Date

THE TOWN OF NORTH HEMPSTEAD · NASSAU COUNTY, NEW YORK · 1784

By Direction of:

Wayne H. Wink, Jr.

Wayne H. Wink Jr., Town Clerk

OFFICE OF THE TOWN CLERK
200 Plandome Road PO Box 3000 Manhasset, NY 11030

CHAPTER	ACCOUNT #	EFFECTIVE DATE	EXPIRATION DATE
55	69	July 1, 2014	June 30, 2015

TOW TRUCK VEHICLE CARD

ISSUED TO: Grand Auto Body, Inc
98 Denton Ave
Grdn Cty Pk NY 11040

YEAR	MAKE	BODY	MV PLATE #	V.I.N.
1993	Ford	Flatbed	18825 TT	[redacted]

ISSUE DATE: 9/22/2014

BY MY DIRECTION:

TOWN CLERK

Medallion# 150

Description of Vehicle

Make INTERNATIONAL

Year 1995

Model WRECKER

Motor Vehicle

License Plate # [redacted]

Issued to: A1 GRAND AUTO BODY

Street 105 HERRICKS ROAD

P.O. Address GARDEN CITY PARK

License No. 23

Fee Paid $50.00

Date Issued 4/9/15

Village of Mineola

Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

Description of Vehicle

Make FORD

Year 2008

Model WRECKER

Motor Vehicle

License Plate # [redacted]

Issued to: A1 GRAND AUTO BODY

Street 105 HERRICKS ROAD

P.O. Address GARDEN CITY PARK

License No. 21

Fee Paid $50.00

Date Issued 4/9/15

Village of Mineola

Licensed Tow Car

LICENSED PURSUANT TO ARTICLE III OF ORDINANCE OF VILLAGE OF MINEOLA REGULATING OPERATION OF TOW CARS.

By Direction of the Village Clerk

By

NOT TRANSFERABLE

Permit No. 2015-49

Village Permit

This Is Evidence That

A 1 GRAND AUTO BODY
105 HERRICKS ROAD
GARDEN CITY PARK, NY 11040

Has Applied for and Has Been Granted a Permit by the

Inc. Village of New Hyde Park

Pursuant To: Village Code Chapter 181 Article II Section 181-19 the Holder Is Authorized to Operate a Tow Car Company
This Permit Is Non Transferable! All Required Fees Have Been Paid.

This Permit Expires on January 31, 2016.

2-20-15
Issue Date

Issuing Officer

EDWARD P. MANGANO
County Executive

CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney

Date: July 15, 2015

Subject: Forms to be attached to sealed bid and request for proposal solicitations

Please be advised that, effective immediately, each department and office of Nassau County government operating under the Office of the County Executive shall ensure that all sealed bid and request for proposal solicitations shall include, and require bidders to complete, execute and submit, the Business History Form and Principal Questionnaire Form that are attached to this memo as Exhibits "A" and "B" respectively.

The information to be disclosed in the Business History Form and Principal Questionnaire Form required by this memo shall be in addition to and not in substitution of: (i) the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached to Executive Order 1A-2015; and (ii) the Lobbyist Registration and Disclosure Form attached to Executive Order 2-2015. Any sealed bid or proposal submitted to a County department or office in response to a sealed bid or request for proposal issued on or after the effective date of this memo that does not contain completed copies of the disclosure forms required by this memo shall be deemed insufficient/nonconforming and shall be rejected.

Please contact my office if you have any questions.

Attachments

E-2316

Contract ID#: CQSS15000001

Department: Social Services R03

E-250-15

Contract Details

SERVICE Child Support Program

NIFS ID #: CLSS15000068 NIFS Entry Date: 11 /10 /15 Term: from 01/01/15_ to 12/31/15

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	~~Yes ☐~~	~~No ☐~~
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name EAC Inc. dba Education & Assistance Corporation	Vendor ID# 237175609
Address 50 Clinton Street, Suite 107 Hempstead, NY 11550	Contact Person Lance Elder Email lelder@eacinc.org
	Phone 516 539-0150 Fax 516 539-0160

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐	11/14/15		
	OMB	*NIFS Approval* ☐	11/18		Yes ☒ No ☐ Not required if blanket resolution
12/1/15	County Attorney	*CA RE & Insurance Verification* ☑	12/2/15		
12/2/15	County Attorney	*CA Approval as to form* ☑	12/2/15		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	12/14/15	Concetta A Petrucci	
	Rules ☒ Leg. ☐	☐			Yes ☒ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
12/16/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	12/16/15		

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2015 DEC 16 P 3:47

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 JAN -8 P 3:47

PR5254 (8/04)

Contract ID#: CQSS15000001

Department: Social Services

Contract Summary

Description Education/ Employment Services

Purpose: We are mandated to provide these services. Education/Employment Program to provide alternative methods in obtaining child support from the self-employed and marginally employed population. ***(Amendment to add an enhanced vocational service to the contract.)***

Method of Procurement: An RFP was issued – only EAC responded & EAC was awarded the contract. EAC has been providing these services for the past 20 years.

Procurement History: We have been using this vendor since 1996.

Description of General Provisions: EAC will operate a program know as the Early Intervention Program (EIP) whose purpose will be to create good paying habits for non-custodial parents who are under new orders to pay child support, where traditional enforcement remedies, ranging from wage withholding to referral to court have not been successful.

Impact on Funding / Price Analysis: Federal 100% State 0% County 0%

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	28
Resp:	2800
Object:	DE511
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	$
County	$ 0
Federal	$ 16,667.00
State	$ 0
Capital	$
Other	$
TOTAL	$ 16,667.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2	DE511//SSGEN2800	$ 16,667.00
3		$
4		$
5	G. Ignatz 12/2/15	$
6		$
	TOTAL	$ 16,667.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 12/08/15
Date	Date	(For Office Use Only)

E #:

125408

PR5254 (8/04)

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND EAC, INC.

WHEREAS, the County has negotiated a personal services agreement with EAC, Inc. to operate the Early Intervention Program and Project Support, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with EAC, Inc.

E - ~~250-15~~
E-23-16

RULES RESOLUTION NO. 23– 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND EAC, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with EAC, Inc. to operate the Early Intervention Program and Project Support, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with EAC, Inc.

2015 DEC 18 P 2:11
RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE AND EAC, INC. DBA EDUCATION AND ASSISTANCE CORPORATION

WHEREAS, the County has negotiated an amendment to a personal services agreement with EAC, Inc. dba Education and Assistance Corporation to provide services as described in the original agreement and to provide Enhanced Vocational Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to a personal services agreement with EAC, Inc. dba Education and Assistance Corporation.

FAML6455 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
CURRENT YR BUDGET & OBLIGATION SUMMARY

11/18/2015
4:30 PM

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 11 2015 NOV 2015
INDEX :
ORGANIZATION : SS SOCIAL SERVICES
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	BB	EQUIPMENT	24,000	24,000	11,836	12,164
	DD	GENERAL EX	768,150	768,150	631,731	136,420
	DE	CONTRACTUA	7,944,143	7,944,143	4,955,127	2,989,016
	HF	INTER-DEPA	18,057,551	18,057,551	3,479,121	14,578,430
	SS	RECIPIENT	60,550,000	60,550,000	51,659,099	8,890,901
	TT	PURCHASED	68,402,576	68,402,576	60,760,784	7,641,792
	WW	EMERGENCY	52,755,000	52,755,000	33,946,396	18,808,604

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G010 - PRIOR PAGE DISPLAYED

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME EAC, Inc. d/b/a Education & Assistance Corporation (Child Support Program)

CONTRACTOR ADDRESS 50 Clinton Street, Suite 107, Hempstead, New York 10038

FEDERAL TAX ID 237175609

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. ____[#] of potential proposers requested copies of the RFP. Proposals were due on _____[date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____

_____[list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on JUNE 4, 2015 **[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after** AN RFP WAS ISSUED. **[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.**

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. **Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.**

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. **Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.**

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ **a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.**

Department Head Signature

11-13-15

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers. /Prof. Services Contracts: Rev. 02/04

122070

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

Contractor Evaluation Form

Contract Number: .....

Contract Name: EDUCATION ASSISTANCE CORPORATION

Service Provided: PROJECT SUPPORT

Evaluation Period: From: January 1, 2015 **To:** October 31, 2015

Evaluator's Name, Title, Phone #: RHONDA ULLRICH

Date: October 8, 2015

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				✓	
b. Timeliness of Service					✓
c. Cost Effectiveness				✓	
d. Responsiveness to DSS Requests					✓
e. Number of Complaints				✓	✓
f. Problem Resolution				✓	
Overall Performance Evaluation				✓	

Do you recommend the contractor for future contracts? (Yes) *No*

If rated 3 or lower & Yes checked, please explain below:

_____

_____

_____

38987

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: November 13, 2015

Subject: Education & Assistance Corporation (EAC)
Project Support Services (Amendment to Add a Service) 2015

Pursuant to Section 32 (a) of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated August 6, 2015, notifying him of the above fact. The letter was forwarded to the Nassau County Office of Labor Relations for appropriate handling.

It is requested that the County proceed with the contract processing.

Att.
10099
125478

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

August 6, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: EAC, Inc. d/b/a Education and Assistance Corporation
Early Intervention Program and Project Support IV-D 2015

Dear Mr. Tuifel:

Pursuant to section 32 (a) of the Collective Bargaining Agreement, this letter is to advise you that the Department of Social Services is considering (entering, renewing, or **amending**) the contractual services with the above vendor to add services referred to as "Enhanced Vocational Services". A copy of the amendment is enclosed. A copy of the contract has been previously supplied.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact the Nassau County Office of Labor Relations (OLR).

Sincerely,

SJ

Michael A. Kanowitz
Planning & Research

cc: Keith Cromwell
Office of Labor Relations
ENCLOSURE
13792

124180

AMENDMENT NO. I

This AMENDMENT, dated as of August 1, 2015, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) EAC, Inc. dba Education And Assistance Corporation, (Project Support,) a not-for-profit corporation, having its principal office at 50 Clinton Street, Suite 107, Hempstead, New York 11550 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS15000001 between the County and the Contractor, executed on behalf of the County on June 4, 2015 (the "Original Agreement"), the Contractor provides child support services as part of the Early Intervention Program (EIP) and Project Support for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of the Original Agreement is from January 1, 2015 through December 31, 2015 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods remaining. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Hundred Fifty Thousand Dollars and 00/100 ($150,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to amend the Original Agreement and amend the Services to provide for "Additional Services" concerning the Enhanced Vocational Services Program;

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

1. Term. Section 1. Term of the Original Agreement is hereby amended and shall read in its entirety as follows:

> The term of this Agreement concerning the Early Intervention Program (EIP) and Project Support shall be from January 1, 2015 through December 31, 2015 subject to sooner termination in accordance with this Agreement, provided however, that the County shall have the option to renew this Agreement for four (4) additional one year periods under the same terms and conditions contained herein for a total of five (5) years.
> The term of this Agreement concerning the Enhanced Vocational Services Program shall be from August 1, 2015 through December 31, 2015 subject to sooner termination in accordance with this Agreement, provided, however, that the County shall have the

option to renew the Agreement for three (3) additional one (1) year periods contingent upon the availability of Federal and State funding and approval.

2. Services. The Contractor shall continue to provide the Services as described in the Original Agreement, and commencing August 1, 2015 shall provide "Additional Services" concerning the Enhanced Vocational Services Program. Section 3 Services of the Original Agreement shall be modified to add Sections 3(b)vi. and 3(b)vi1. through Section 3(b)vi.11. Enhanced Vocational Services which shall read in its entirety as follows:

3(b)vi. Enhanced Vocational Services. Effective August 1, 2015 Contractor shall provide enhanced vocational services to Non-custodial parents who are unemployed or who are working less than 20 hours per week; who are recipients of public assistance or whose incomes do not exceed 200 percent of the federal poverty level; who have a child support order payable through the Nassau County Support Collection Unit; and who are referred by Nassau County Family Court. Contractor shall verify and document that program participants' income does not exceed 200 percent of the federal poverty level. TANF 200 percent certifications must be completed and records maintained in the manner prescribed in NYS Office of Temporary and Disability Assistance (OTDA) 00-LCM-20. Enhanced Vocational Services are designed to address underemployment and unemployment among Non-custodial parents, promote timely and consistent payment of child support, and improve the financial stability of custodial parents to support better outcomes for their children.

1. Enhanced vocational services shall consist of the payment of enrollment fees in a variety of certificate programs that will enable participants to gain marketable employment skills through the acquisition of certificates, trainings, and professional credentials.

2. Contractor will review each participant's educational and employment background to select those individuals with the highest probability of completing the certificate program and entering employment within a 12 month time frame.

3. Contractor will assist participants with obtaining certificates from the following programs offered by agencies including, but not necessarily limited to, Nassau BOCES; Nassau Community College; and Hofstra University, as well as online courses through University of Phoenix. These certifications include, but are not limited to Barbering; Commercial Driver's License (CDL); CPR; Electrical; Food Service; Forklift; Green Construction; Grounds Maintenance; Microsoft Excel; Microsoft Word; OSHA 10/500; Personal Trainer; Pet Grooming; Pharmacy Technician; Plumbing; Project Manager; and Security Services.

4. Contractor will coordinate with the local network of workforce development agencies and employers to connect participants with employment opportunities.

5. Contractor shall submit on a quarterly basis a report listing the number of NCPs served: date of referral; certificate program type and name; duration; date of program completion; and successful completion status; Support Due; Support Paid; Program referral; Follow Through; Counselor Meetings; Employment Referrals; and Jobs Obtained.

6. Services Location. Enhanced Vocational Services shall be provided at Contractor's principal place of business within Nassau County.

7. Contractor will pay approved participants for authorized transportation expenses when attending permitted employment-related activities.

8. Contractor will purchase incentives awards for distribution to participants achieving project goals at one, three and six month participation milestones.

9. Contractor shall conform to all laws, rules, and regulations pertaining to Temporary Assistance for Needy Families (TANF) non-assistance grants. The use of TANF funds to provide supportive services, including transportation services must be limited to meet a short-term, non-recurring episode of need that will not extend beyond 4 months, unless the individual is receiving Family Assistance or is employed and determined TANF eligible consistent with 00-LCM-20.

10. Confidentiality of Data. The Contractor acknowledges that confidential child support information may be disclosed in the scope of this initiative. The use and disclosure of this information is governed by social services law section 111–v and 18 NYCRR 347.19. The Contractor shall comply with the use and disclosure requirements of the statute and regulations regarding child support information. The Contractor shall not, except as needed in the normal course of business to fulfill their obligations under this agreement, directly or indirectly disclose or use or enabled anyone else to disclose or use any child support information obtained from OTDA without the prior written approval of OTDA.

11. Applicable Laws. Contractor shall observe and abide by all applicable State and federal statutes and regulations regarding all aspects of this agreement including but not limited to use and/or disclosure of information.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Sixteen Thousand Six Hundred Sixty-Seven and 00/100 Dollars ($16,667.00), so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Hundred Sixty-Six Thousand Six Hundred Sixty-Seven and 00/100 Dollars ($166,667.00) (the "Amended Maximum Amount"). Section 4 Payment (a) Consideration of the Original Agreement is hereby amended to add provision for The Enhanced Vocational Services Program and shall read in its entirety as follows:

4. Payment (a) Consideration.

1. The maximum amount that the County shall pay the Contractor as full consideration for all the services provided under this Agreement concerning the Early Intervention Program (EIP) and Project Support (the "Maximum Amount") shall not exceed One Hundred Fifty Thousand Dollars and 00/100 ($150,000.00) in accordance with the Line Item Budget attached hereto as Exhibit "A" and in all respects made a part hereof. Total monthly expenses shall be actual costs based on the attached Line-Item Budget.

2. The maximum amount that the County shall pay the Contractor as full consideration for all the services provided under this Agreement concerning the Enhanced Vocational Services Program (the "Maximum Amount") shall not exceed Sixteen Thousand Six Hundred Sixty-Seven Dollars and 00/100 ($16,667.00) for the period commencing on August 1, 2015 through December 31, 2015 in accordance with the Enhanced Vocational Services Program Line-Item Budget attached as Exhibit "B" and in all respects made a part hereof. Total monthly expenses shall be actual costs based on the attached Line-Item Budget.

4. Budget. The line-item budget referred to in Section 4 (f) of the Original Agreement concerning the Early Intervention Program (EIP) and Project Support attached to the Original Agreement, is amended to add a separate line-item budget for the Enhanced Vocational Services Program to appear in their entireties as set forth in Exhibit "A" and Exhibit "B", respectively, attached hereto (such amended budget, the "Amended Budget"), which may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

EAC, INC. DBA EDUCATION AND ASSISTANCE CORPORATION

By: _____
Name: Janice W Elder
Title: President + CEO.
Date: 9/15/15

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

124025

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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

On the 15th day of September in the year 2015 before me personally came Lance W Elder 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 the President - CEO of EAE, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 2018

EXHIBIT A
LINE-ITEM BUDGET
1/1/15-12/31/15

Nassau County Human Services
Universal Budget Form

Contract # _____

Contract Name: **EAC, Inc.**

Program Name: **PROJECT SUPPORT**

Budget Summary

Select Line To Work On Here	Line #	Expense type	Total $
	1a	Salary	$98,220
Work on Salary and Fringe	1b	Fringe	$26,519
	1 Total	Personnel (Salary plus Fringe)	$124,739
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$600
Work on Line 4	4	Equipment	$1,300
Work on Line 5	5	Supplies	$1,961
Work on Line 6	6	Contractual Services	$3,000
Work on Line 7	7	Rent/Utilities	$2,100
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$4,300
Work on Line 10	10	Administrative Overhead	$12,000
		Gross Expenditures (Lines 1 – 10)	$150,000
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$150,000
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$150,000

EXHIBIT B
LINE-ITEM BUDGET
8/1/15-12/31/15

Nassau County Human Services Universal Budget Form

Contract #

Contract Name: **EAC, Inc.**

Program Name: **PROJECT SUPPORT (ENHANCED VOCATIONAL SERVICES)**

Budget Summary

Select Line To Work On Here	Line #	Expense type	Total $
	1a	Salary	$5,000
Work on Salary and Fringe	1b	Fringe	$1,400
	1 Total	Personnel (Salary plus Fringe)	$6,400
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$0
Work on Line 4	4	Equipment	$0
Work on Line 5	5	Supplies	$0
Work on Line 6	6	Contractual Services	$8,093
Work on Line 7	7	Rent/Utilities	$0
Work on Line 8	8	Department Specific Costs	$0
Work on Line 9	9	Other Costs	$0
Work on Line 10	10	Administrative Overhead	$2,174
		Gross Expenditures (Lines 1 – 10)	$16,667
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$0
		Net Budget Total (Lines 1 – 10 minus line 11)	$16,667
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$16,667

Contract ID#: CQSS15000001

Department: Social Services

E-55-15

Contract Details

SERVICE: Child Support Program

NIFS ID #: CQSS15000001 NIFS Entry Date: 02/ 26 /15 Term: from 01/01/15_ to 12/31/15

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name FAC Inc. dba Education & Assistance Corporation	Vendor ID# 237175609
Address 50 Clinton Street, Suite 107 Hempstead, NY 11550	Contact Person Lance Elder Email lelder@eacinc.org Phone 516 539-0150 Fax 516 539-0160

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appr'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appr'd (Dept Head)	☐ 2/27/15 ☐		
	OMB	NIFS Approval	☐ 3/9		Yes ☒ No ☐ Not required if blanket resolution
3/16/15	County Attorney	CA RE & Insurance Verification	☐ 3/17/15		
3/17/15	County Attorney	CA Approval as to form	☐ 3/17/15		
	Legislative Affairs	Fw'd Original Contract to CA	☐ 3/23/15	Concetta A. Petrucci	
	Rules ☐ Leg. ☐		☐		Yes ☒ No ☐
	County Attorney	NIFS Approval	☐ 04/03/15		
	Comptroller	NIFS Approval	☑ 5/6/15		
	County Executive	Notarization Filed with Clerk of the Leg	☐ ☐		

PR5254 (8 04)

Contract ID#: CQSS15000001

Department: Social Services

Contract Summary

Description Education/ Employment Services

Purpose: We are mandated to provide these services. Education/Employment Program to provide alternative methods in obtaining child support from the self-employed and marginally employed population. *(New contract.)*

Method of Procurement: An RFP was issued – only EAC responded & EAC was awarded the contract. EAC has been providing these services for the past 20 years.

Procurement History: We have been using this vendor since 1996.

Description of General Provisions: EAC will operate a program know as the Early Intervention Program (EIP) whose purpose will be to create good paying habits for non-custodial parents who are under new orders to pay child support, where traditional enforcement remedies, ranging from wage withholding to referral to court have not been successful.

Impact on Funding / Price Analysis: Federal 66% State 0% County 34%

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	28
Resp:	2800
Object:	DE511
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	$
County	$ 51,000.00
Federal	$ 99,000.00
State	$
Capital	$
Other	$
TOTAL	$ 150,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DE511/SSGEN2800	$ 150,000.00
2		$
3		$
4	[illegible] 7/31/15	$
5		$
6		$
TOTAL		$ 150,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name [illegible]	Name [illegible]	Date [illegible]
Date 5/6/2015	Date 5/6/15	E #:

122066

PR5254 (8 04)

THIS AGREEMENT, dated as of January 1, 2015, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd, Uniondale, New York 11553 (the "Department"), and (ii) EAC, Inc. dba Education And Assistance Corporation, a not-for-profit corporation, having its principal office at 50 Clinton Street, Suite 107, Hempstead, New York 11550 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County issued a request for proposal (the "RFP") # SS0825-1425 on September 2, 2014 for child support services as part of the Early Intervention Program (EIP) and Project Support (the RFP incorporated herein by reference and on file with the Department);

WHEREAS, the Contractor submitted a proposal found to be beneficial to the County (incorporated herein by reference and on file with the Department);

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

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

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

1. Term.

The term of this Agreement shall be from January 1, 2015 through December 31, 2015 subject to sooner termination in accordance with this Agreement, provided, however, that the County shall have the option to renew this Agreement for four (4) additional one year period under the same terms and conditions contained herein for a total term of five (5) years.

2. Regulatory Requirements/Compliance

At all times Contractor shall comply with all applicable New York State statutes, Office of Child Support Enforcement ("OCSE") rules and regulations, the rules and regulations of any other Federal or State governmental agencies having jurisdiction over child support enforcement and programs, including but not limited to NYS Social Services Law Titles 6-A and 6-B, NYS Family Court Act Articles 4, 5, 5-A and 5-B, NYS Domestic Relations Law Sections 236 and 240 and Title 18 New York Codes, Rules and Regulations Part 347, and the rules and regulations of OCSE. Contractor expressly understands and agrees that it shall assist the Department in providing and preparing any necessary report(s) and/or statistical form submission required under 18 NYCRR 347 relating to this Agreement.

3. Services.

The Services to be provided by the Contractor under this Agreement shall consist of the following:

(a) It is mutually agreed between the Department and the Contractor that the Contractor shall operate a program known as the Early Intervention Program ("EIP"). The purpose of the EIP is to enhance child support collection through education, referrals for employment, and payment monitoring with follow up of Non Custodial Parents ("NCP") who are under new orders to pay child support. Hereinafter, NCPs shall also be referred to as "Newly Ordered Support Payers" and/or "Respondents". The Contractor's duties under the EIP Program shall include, but shall not be limited to, the following:

i. Post- Court Appearance Interviews. The Contractor shall conduct an after court interview on all Nassau County Family Court Newly Ordered Child Support Payers and/or the Custodial Parent (hereinafter sometimes referred to as "CP" and/or "Petitioner"). The Contractor agrees to accept up to approximately one-thousand two-hundred eighty-one (1,281) referrals to the EIP Program.

1. The Contractor shall be responsible, during the interview, for updating and verifying all of Respondent's personal data, including but not limited to employer information.

2. The Contractor shall provide the Petitioner with a Child Support Services Application (CSS APP) and assist the Petitioner in filling out the CSS APP if the Petitioner has not previously filled out the CSS APP. The Contractor shall return the completed CSS APP to the Supervisor of the Support Collection Unit at Family Court. The Contractor shall be responsible for explaining to Petitioner his/her support order, how income execution works, provide OCSE's telephone numbers, as well as explain how Petitioner can access payment and account information either via telephone or internet.

3. The Contractor shall review child support obligations and proper payment instructions with Respondent.

4. The Contractor shall review relevant OCSE and Court procedures, including proper procedure for filing modifications or visitation, enforcement procedures for non-payment (including Income Execution Orders, various licenses suspension and income tax intercept) with Respondent.

5. The Contractor shall mail billing tags and all information regarding the child support order to Respondent in the event Respondent cannot be located after the initial court appearance.

6. The Contractor will mail to those Respondents they are unable to interview, information on where payments should be sent, the date the first payment is due, the importance

of writing the account number on each check or money order, and information on enforcement procedures.

7. The Contractor shall inform and/or permit NCPs to attend monthly lectures on support obligations given as part of Project Support.

ii. Vocational Counseling. In an effort to assist Respondents in meeting their financial obligations, the Contractor shall provide and/or make accessible a vocational counselor ("Counselor").

1. Referral to the Counselor shall be made by Nassau County Family Court and Contractor's staff.

2. Respondent will contact Counselor to schedule an appointment for an assessment within two (2) days of Respondent's referral to the Counselor.

3. The Counselor shall review the Respondent's work history and discuss available employment opportunities.

4. The Counselor shall provide assistance with resume writing, job interviewing techniques, and job searching skills.

5. The Counselor shall coordinate referrals to community-based services as required.

6. The Counselor shall monitor Respondent's progress. After four (4) weeks of monitoring, the Counselor shall prepare a detailed report which Contractor shall place in Respondent's case file and forward a copy to the Nassau County Family Court.

iii. Monitoring and Reporting.

1. Contractor shall place each respondent into a cycle and given a cycle number. Contractor shall monitor payments for four (4) weeks following referral to EIP.

2. Contractor, after two (2) weeks, shall send a Non-Compliance Notice via certified mail to all Respondents who have not made payments or have only made partial payments.

3. The Non-Compliance Notice shall inform Respondents of monies received to date, arrears owed, and shall instruct Respondent to contact the EIP program.

4. Contractor shall submit to the Department's Child Support Collection Unit's Director a non-compliance list of all Respondents who remain delinquent after four (4) weeks of being referred to the EIP program.

iv. Services Location. Post Court appearance interviews shall be provided at an office located at Nassau County Family Court, located at 1200 Old Country Road, Westbury, New

York. Vocational counseling, monitoring and reporting shall be provided at Contractor's principal place of business within Nassau County.

(b) It is mutually agreed between the Department and the Contractor that, in addition to the above-described services, the Contractor shall also operate a remedial program known as Project Support. Project Support is designed to obtain compliance with child support orders from Respondents where traditional enforcement remedies have not been successful. The Contractor's duties under the Project Support Program shall include, but shall not be limited to, the following:

i. Interview/Intake

1. Project Support shall be a Court mandated educational program for Non-Complaint and newly ordered Non-Custodial Parents ordered to pay child support. Project Support shall emphasize helping non-custodial parents become better child support payers, individuals and parents.

2. The Respondent shall be referred to Project Support by the Nassau County Family Court. Upon referral, Respondent shall report to Contractor's staff to complete an intake interview. The Contractor agrees to accept up to approximately one-hundred twenty (120) Court referrals to the program from Family Court.

3. Contractor shall immediately schedule an appointment with the vocational counselor upon having completed the initial interview/intake. Contractor shall send written notice to Respondent of appointment the date, time and place with the vocational counselor.

4. The Contractor shall be permitted to utilize OCSE's system for the purposes of tracking NCP payments and updating NCP information.

5. The Contractor shall notify the Department, via telephone, within forty-eight (48) hours should Respondent fail to report to Contractor for an initial interview/intake and/or the appointment with the vocational counselor.

ii. Vocational Counseling.

1. Contractor shall at a minimum provide One (1) full time vocational counselor ("Counselor"). Each Respondent will meet with the Counselor individually.

2. The Counselor shall develop a network of potential employers within Nassau County and surrounding areas for the purposes of developing job opportunities for Respondent(s).

3. The Counselor shall be available during regular business hours and evening hours, as needed, to meet with Respondent(s) and/or Petitioner(s).

4. The Counselor shall be responsible for conducting vocational sessions, making additional referrals (e.g. educational programs, drug treatment, or mental health services, job

placement), identifying and focusing on lifestyle issues (e.g. budgeting and financing, parenting and future plans) and assisting in resume writing, interviewing techniques, and job searching skills. The Counselor shall also coordinate community referrals to outside sources as needed. The counselor shall be available to all Nassau County residents who are unemployed or underemployed, including those who are receiving Public Assistance.

5. The Counselor shall complete a vocational assessment during the initial session. The vocational assessment shall include, but shall not be limited to: recommended number of sessions; additional services Respondent is being referred to (e.g. educational programs, drug treatment, or mental health services); any lifestyle issues (e.g. budgeting and financing, parenting, etc.); and how many sessions the Respondent attends.

iii. Monthly Lecture. Contractor shall conduct a monthly a monthly lecture on support obligations to all Respondent(s). The lecture shall be made available to participants in the EIP program on a voluntary basis. Attendance for Respondents in the Project Support program is mandatory. The lecture and any materials shall be presented by an attorney duly admitted to practice law in the State of New York.

iv. Monitoring and Reporting.

1. Respondent shall be required to follow through with scheduled sessions and referrals in a timely manner and report back to the Counselor.

2. Respondent shall be required to accept employment placements. Respondent's failure to comply shall be immediately reported to the Nassau County Family Court and the Department.

3. Contractor shall verify employment and monitor child support payment for a period of twenty-four (24) weeks from date of referral by the Court.

4. Contractor shall submit a status/progress report to the Nassau County Family Court and the Nassau County Office of Child Support Enforcement every six (6) weeks for each Respondent. The status/progress report shall include, but shall not be limited to:

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v. Services Location. Vocational counseling, monitoring and reporting shall be provided at Contractor's principal place of business within Nassau County.

(c) The Contractor shall perform such professional and related services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement. The Contractor specifically represents and warrants that its employees, agents and subcontractors have and shall possess the required education, knowledge, licenses, experience and character necessary to qualify them individually for the particular duties they perform. The Department shall be the sole arbiter as to what constitutes acceptable performance. The Contractor further agrees to keep such required documents in full force and effect during the term of this

Agreement, or any extension and to comply within the required time to secure any new license so required.

(d) The Contractor hereby certifies that the services or the activities provided for the participants under this Agreement are not otherwise available to the County at no charge. In the event the Contractor is the recipient of other Federal and/or State and/or local government grants, awards, or moneys, it is expressly understood and agreed that the Contractor shall not bill or charge the County for services rendered, equipment and or material purchased, and operating expenses which were provided or financed by other Federal and/or State and/or local government funding sources.

(e) Pursuant to 18 NYCRR Section 347.10, the Department will file violation petitions on those cases that are new orders with new delinquencies or old orders with new delinquencies or cases with delinquency switch status 08. Special emphasis will be placed on those cases where the parent is marginally employed, works off-the-books, or is self-employed. The violation petitions will request that the Non-Custodial Parent be referred to the Contractor's Project Support Program, and the case be adjourned for participation in the program, and a resolution of the violation petition on the adjourn date.

(f) The Contractor shall accept referrals of Custodial and Non-Custodial Parents to the EIP Program from the Family Court after a new support order is established. The Nassau County Family Court will provide Contractor with a copy of the court disposition for each case referred to the Program.

(g) The Contractor shall be responsible for the hiring and supervision of all staff engaged in the program. Qualified candidates for teaching positions will have a minimum of a Bachelor's Degree, and some expertise in group instruction and in the area to be taught. Qualified candidates for Social Worker positions will have an MSW or other Master's Degree.

i. Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.
ii. The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors.
iii. The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel who have direct contact with the Department's clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.

(h) The Contractor shall employ the following program staff: a Regional Director, Case Managers, Vocational Counselor/Case Manager and Teachers.

(i) The Department will provide the Contractor with all appropriate information including available financial information on all Non-Custodial Parents in the program. The Department will meet with the Contractor's Case Managers as needed.

(j) The Contractor agrees to operate and run the Project Support Program in an efficient and thorough manner.

(k) The Contractor agrees to appear in and report to the Family Court as needed on each referral until there is a resolution of the Department's violation petition.

(l) The Contractor agrees to maintain statistics comparing the collection rate of the Project Support participants for three months prior to the program against the collection rate during and three months after the program. These statistics shall be reported to the Department.

(m) Reporting.

i. In addition to any other reporting requirements contained herein, Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

ii. The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of the Support Collection Unit a monthly report in a format approved by the Department enumerating the following:

1. total number of case referrals received during the month, each case shall be identified by case name, case number, case type and date of referral;

2. the total number of case intakes completed by Contractor for the month;

3. the total monthly amount due and percentage collected;

4. the total payments made by type; and

5. other statistical information requested by the Department which is relevant to the program's status and success.

iii. The Contractor agrees to provide a monthly statistical report to the Department on the status of the program. Such report shall include, but not be limited, to the number of Non-Custodial Parent referrals received monthly; the number of Non-Custodial Parents referred to Project Support; the number of Non-Custodial Parent referrals made by the Nassau County Family Court Support Magistrate; the number of TANF cases; the number of Safety Net cases; the number and type of referrals to other service agencies; the amount of weekly support payments made by Non-Custodial Parents referred to Project Support.

iv. The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

(n) The Department and the Contractor agree to comply with the Title IV-D of the Social Security Act, implementing Federal and State regulations and any other applicable State and Federal regulations.

4. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed ONE HUNDRED FIFTY THOUSAND ($150,000.00) DOLLARS AND NO CENTS in accordance with the Line-Item Budget attached as "Exhibit A" and in all respects made a part hereof. Total monthly expenses shall be actual costs based on the attached Line-Item Budget.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item annual budget (the "Budget") attached to this Agreement. "Exhibit A" line-item budget annexed hereto may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

(g) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

5. Final reporting.

No later than two (2) months after expiration of each Budget Period, the Contractor shall submit two (2) copies of a final report summarizing the conduct of the program hereunder, together with a final accounting and claim for payment of any approved expenditures then remaining unpaid. If the Contractor should fail to comply with any of the requirements of Section 3 above, and such late submission of a claim for payment by the Contractor causes the Department to be unable to obtain reimbursement from the State and/or Federal government, the Department shall be permitted to reduce the Total Cost of Agreement by such amount of under-funding, but all other terms and provisions of this Agreement shall remain in full force and effect. Any subsequent budget shall not be construed as extending the aforesaid time limits for submission of final reports and claims for a Budget Period as specified herein unless this requirement is modified specifically in any such extension or amendment of this Agreement.

6. Exclusive of taxes.

The charges payable to the Contractor under the Agreement are exclusive of Federal, State and local taxes, the County being a municipality exempt from payments of such taxes.

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

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

9. 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, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. 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 shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto 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 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.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may received Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding Client information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended.

10. 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) The Contractor, to the extent permitted by Law and at the County's direction, shall cooperate in all reasonable respects with the County in educating and assisting clients in obtaining health and human services through the County's No Wrong Door initiative. In furtherance thereof, the Contractor shall comply with the requirements of Appendix C attached hereto ("Extended Services").

11. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' 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 taken pursuant to or authorized by this Agreement and 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.

(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 and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

12. 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" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part for 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 claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. 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 reserves the right to consider this Agreement terminated as of the date of such failure.

13. Assignment; Amendment; Waiver; Subcontracting. (a) 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 County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal 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.

(b) It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Contractor under this Agreement (i) the Contractor shall remain responsible for the full performance of its obligations under this Agreement and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Contractor.

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

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 Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(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, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(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 County did not desire to receive such services.

15. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

16. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) 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, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) The provisions of this Section shall survive the termination of this Agreement.

17. Change of Name or Entity Status. The Contractor shall notify the Department at least thirty (30) days prior to a change in name or entity status. The notice shall be delivered or sent in accordance with the Notice Section of this Agreement to the second floor of the Department

address and to the attention of "the Department of Social Services Contract Administrator." The notice shall contain or be accompanied by the following:

I. A statement referencing this Section and describing the event triggering the notice requirement of this Section (the "Event"), including all relevant names and dates.

II. Proof that (i) the insurance policies required by the County pursuant to the Insurance Section of this Agreement will continue in full force and effect or will be replaced with at least comparable policies and (ii) the County will be named as an additional insured thereunder following the Event.

III. A request that this Agreement be assigned or amended, at the County's sole discretion, to reflect the Event or a statement briefly explaining why the Event does not require that this Agreement be assigned or amended.

IV. The Contractor's new taxpayer identification number, the taxpayer identification number of the Person to which the Contractor proposes this Agreement be assigned (the "Proposed Successor"), if applicable, or confirmation that the Contractor's taxpayer identification number will be the same following the Event.

V. A list of Persons who will, following the Event, be owners or officers (or equivalent controlling Persons) of the Contractor or, if applicable, the Proposed Successor.

The Contractor shall provide additional documentation and statements requested by the County in connection with an Event.

18. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) 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.

19. 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.

20. 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 litigation before 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. The provisions of this Section shall survive the termination of this Agreement.

21. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

22. All Legal Provisions Deemed Included; Severability. (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 Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

23. 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.

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

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

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

EAC, INC. DBA EDUCATION AND ASSISTANCE CORPORATION

By: _____
Name: Lance W Elder
Title: President - CEO
Date: 12/24/14

NASSAU COUNTY

By: _____
Name: Gordon Robertson
Title: Deputy County Executive
Date: 6/4/15

PLEASE EXECUTE IN BLUE INK

Doc#: 120771

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

On the 4 day of June in the year 2015 before me personally came Charles Ribando 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6258026
Qualified in Nassau County
Commission Expires April 02, 2016

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

On the 24th day of December in the year 2014 before me personally came Lance W Elder 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 the President + CEO of EAC, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 2013

EXHIBIT "A"
LINE-ITEM BUDGET
January 1, 2015-December 31, 2015
EAC, INC. d/b/a EDUCATION AND ASSISTANCE CORPORATION
PROJECT SUPPORT

Budget Summary

Line #	Expense type	Total $
1a	Salary	$98,220
1b	Fringe	$26,519
1 Total	Personnel (Salary plus Fringe)	$124,739
2	Consultant(s)	$0
3	Travel / Per Diem / Transportation	$600
4	Equipment	$1,300
5	Supplies	$1,961
6	Contractual Services	$3,000
7	Rent/Utilities	$2,100
8	Department Specific Costs	$0
9	Other Costs	$4,300
10	Administrative Overhead	$12,000
	Gross Expenditures (Lines 1 – 10)	$150,000
11	Revenue, Income, Agency Contribution, Matches	$0
	Net Budget Total (Lines 1 – 10 minus line 11)	$150,000
	Agency Contribution	$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	$150,000

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 herein 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, for the purpose of 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 Non-Custodial Parent 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.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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 good faith 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:

   Lance W Elder
   (Name)

   50 Clinton St. Suite 107 Hempstead NY 11550 (Address)

   516539 0150
   (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 ✓ 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:

   _____

   _____

   _____

   _____

   _____

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.

12/24/14
Dated

Signature of Chief Executive Officer

Lance W Elder
Name of Chief Executive Officer

Sworn to before me this

24th day of December, 2014

Notary Public

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as THE EDUCATION & ASSISTANCE CORPORATION, PROJECT SUPPORT, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Lance W Elder, President - CEO.
Corporate title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2015 through December 31, 2015.

Officer

Sworn to before me this 5th

day of February, 2015

Notary Public

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 20__

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Rebecca Bell
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 50 Clinton St., Suite 107
   City/state/zip Hempstead, NY 11550
   Telephone (516) 539-0150
   Other present address(es) /
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) C.O.O. START DATE 12/2/1979

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ✓ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ✓ YES ___ If Yes, provide details.

5 Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ✓ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ✓ YES ___ If Yes, provide details.
   N/a

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO ___✓___ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ___✓___ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ___✓___ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ___✓___ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   N/A

   a) Is there any felony charge pending against you? NO ___X___ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO ___X___ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO ___X___ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ___X___ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ___X___ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ___X___ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ✓ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state and local regulatory agencies while you were a principal owner or officer? NO ✓ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ✓ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ✓ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 29th day of October 20 15

Notary Public

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 2018

EAC, Inc.
Name of submitting business

Rebecca Bell
Print name

Signature

COO
Title

10 / 29 / 15
Date

Business History Form

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 10/29/15

1) Bidder's/Proposer's Legal Name: EMC, INC.

2) Address of Place of Business: 50 Clinton St. Suite 107 Hempstead NY 11550

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 516 5390150

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 107039323

5) Federal I.D. Number: 23-7175609

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ✓ Other (Describe) not-for-profit

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No ✓ If Yes, please provide details:

8) Does this business control one or more other businesses? Yes ___ No ✓ If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ✓ If Yes, provide details.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ✓ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ✓ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ✓ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ✓ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ✓ Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ✓ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ✓ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose.

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Attachments to Business History Form

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

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

   Should the bidder/proposer be other than an individual, the bid/proposal should include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

   viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company TOWN OF HEMPSTEAD D.O.O.R.

Contact Person ANA-MARIE HURTADO

Address 50 CLINTON ST., 4th FLOOR

City/State HEMPSTEAD, NY 11550

Telephone (516) 485-5000

Fax #

E-Mail Address amh@hempsteadworks.com

Company Tom Grecco/Suffolk DSS

Contact Person T. Grecco

Address P.O. Box 18000

City/State HAUPPAUGE, NY 11788

Telephone (631) 854-9922

Fax #

E-Mail Address Tom.Grecco@suffolkcountyny.gov

Company SUFFOLK DSS

Contact Person JANE SMITH

Address P.O. BOX 18000

City/State HAUPPAUGE, NY 11788

Telephone (631) 854-3295

Fax #

E-Mail Address jane.smith@dfa.state.ny.us

CERTIFICATION

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

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

Sworn to before me this 29th day of October 2015

Notary Public

Name of submitting business: EAC, Inc.

By: Rebecca Bell
Print name

Signature

COO
Title

10 / 29 / 15
Date

KAREN J. JENSEN
Notary Public, State of New York
Registration # 01JE6046377
Qualified in Suffolk County
My Commission Expires Aug. 14, 2018

E-250-15

COUNTY OF NASSAU

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

1. Name of the Entity: EAC, Inc.

Address: 50 Clinton St. Suite 107

City, State and Zip Code: Hempstead NY 11550

2. Entity's Vendor Identification Number: 23-7175609

3. Type of Business: 501-C-3 Non profit ✓ Public Corp ____ Partnership ____ Joint Venture

____ Ltd. Liability Co ____ Closely Held Corp ____ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

see attached.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

T The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 10/29/18 Signed: Rebecca Bell

Print Name: Rebecca Bell

Title: Chief Operating Officer

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

2015 - 2016 EAC NETWORK BOARD OF DIRECTORS

(Updated 9/24/15)

NAME	ADDRESS	BOARD POSITION
Angela Anton Class of '13-'14	[redacted] 132 East Second Street Mineola, NY 11501	516-747-8282 [redacted] aanton@antonnews.com
Thomas Boerum Class of '02-03	Vice President C.G.A.A., Inc. 1300 Veterans Memorial Hwy Suite 210 Hauppauge, NY 11788	631-232-7900 631-232-7929 Fax [redacted]
Noreen Carro Class of '14-'15	LMN Printing Company, Inc. 23 West Merrick Road Valley Stream, NY 11580	516-285-8526 [redacted] 516-285-9268 Fax noreen@lmnprinting.com
John A. Cherpock, CPA Class of '85-'86	Managing Director Navigant 90 Park Avenue 10th Floor New York, NY 10016	*Board Member Emeritus* 646-227-4866 646-227-4299 Fax [redacted] john.cherpock@navigant.com
Brian Clarke Class of '04-'05	Chief Financial Officer Bethpage Federal Credit Union 899 S. Oyster Bay Road Bethpage, NY 11714	516-349-6767 516-349-6765 Fax bclarke@bethpagefcu.com
Bert J. Cunningham Class of '15-'16	[redacted]	[redacted]
John Durso Class of '15-'16	President Local 338 Local 338 RWDSU/UFCW 1505 Kellum Place Mineola, NY 11501	516-294-1338 [redacted] jrdurso@local338.org
Brian Edwards Class of '06-'07	Executive VP/Managing Director Astoria Bank One Astoria Bank Plaza Lake Success, NY 11042	516-327-7635 516-327-7461 Fax Bedwards@astoriabank.com

Steven J. Eisman, Esq. Class of '92-'93	Senior Partner Abrams, Fensterman, Fensterman, Eisman, Formato, Ferrara & Wolf, LLP 111 Marcus Ave. Suite 107 Lake Success, NY 11042	*Chairman Emeritus* 516-328-2300 516-328-6638 Fax seisman@abramslaw.com
Anthony J. Falanga Class of '12-'13	Partner Jaspan Schlesinger, LLP 300 Garden City Plaza Garden City, New York 11530	516-393-8222 516-393-8282 Fax afalanga@jaspanllp.com
Louis C. Grassi, CPA Class of '87-'88	Managing Partner Grassi & Co. 50 Jericho Quadrangle Jericho, N Y 11753	*Chairman Emeritus* 516-256-3500 516-256-3510 Fax Lgrassi@grassicpas.com
Geri A. Gregor, CPA Class of '08-'09	Partner Grassi & Co. 50 Jericho Quadrangle Jericho, NY 11753	516-336-2496 516-256-3510 Fax [redacted] Ggregor@grassicpas.com
Tom Gubitosi Class of '01-'02	Principle Marie Holdings, Inc. 38 Stern Ct. Farmingdale, NY 11735	516-454-6704 516-454-2898 Fax [redacted]
M. Allan Hyman, Esq. Class of '94-'95	Senior Partner Certilman, Balin, Adler & Hyman, LLP 90 Merrick Avenue East Meadow, New York 11554	*Board Counsel /Chairman Emeritus* 516-296-7075 516-296-7111 Fax ahyman@certilmanbalin.com
Carmine Inserra Class of '98-'99	Principal NAI Long Island 3 Huntington Quadrangle Suite 307N Melville, NY 11747	*Chairman Emeritus* 631-270-3030 631-270-3060 Fax Cinserra@nailongisland.com
James P. Joseph Class of '11-'12	Managing Partner Joseph Law Group, PC 666 Old Country Road Suite 303 Garden City NY, 11530	*Chairman* 516-542-2000 516-542-2001 Fax JJoseph@josephlawpc.com

Richard Kessel Class of '00-'01	President East Coast Progressive Energy Solutions, Inc. 93 Alfred Road East Merrick, NY 11566	*Member At Large* 516-398-6005 516-378-3339 Fax [redacted] Rkessel@richardkessel.com
Joseph A. Lagano Class of '94-'95	[redacted]	*Board Member Emeritus* [redacted]
Donna Leto Class of '09-'10	Vice President Brent Mako RE Group 931B Conklin Street Farmingdale, NY 11735	*Treasurer* 631-420-0070 631-420-0083 [redacted]
Robert P. McBride Class of '93-'94	Senior Vice President Park Strategies, LLC 50 Charles Lindbergh Blvd Suite 601 Uniondale, NY 11553	*Chairman Emeritus* 794-9730 794-9718 Fax [redacted] rmcbride@parkstrategies.com
John Murcott Class of '10-'11	Work Market 240 W. 37th Street New York, NY 10018	516-220-3461 [redacted]
Bob Nystrom Class of '13-'14	American Credit Card Processing 474 New York Avenue Huntington, NY 11743	631-385-7390 [redacted] bob.nystrom@accpc.com
Laura L. Palker Class of '11-'12	Trade Show Solution Center 200 Broadhollow Road Suite 207 Melville, NY 11747	631-393-5079 [redacted] laura@tssolutioncenter.com
David E. Paseltiner, Esq. Class of '95-'96	Partner Jaspan Schlesinger, LLP 300 Garden City Plaza Garden City, New York 11530	*Chairman Emeritus* 393-8223 393-8282 FAX [redacted]

Joseph Quatela, Esq. Class of '98-'99	Partner Quatela, Hargraves & Chimeri, PLLC 888 Veterans Memorial Highway Suite 530 Hauppauge, NY 11788	*Chairman Emeritus* 631-482-9700 631-482-9707 Fax [redacted] jaq@qhclaw.com
Andrée Sanquini Class of '06-'07	[redacted]	[redacted]
C. Glenn Schor Class of '10-'11	Chief Operating Officer The Treeline Companies 200 Garden City Plaza Garden City, NY 11530	516-837-8000 516-837-8500 Fax Glenn.Schor@Treelinecompanies.com
Michael T. Schroder, Esq. Class of '92-'93	Partner Schroder & Strom, LLP 114 Old Country Road Suite 218 Mineola, New York 11501	*Chairman Emeritus* 516-742-7430 516-742-7433 Fax Mts@nytaxreview.com
Dominick J. Scotto Class of '95-'96	President USI Construction Practice Group 333 Earle Ovington Blvd. Suite 800 Uniondale, NY 11553	*Board Member Emeritus* 516-419-4089 516-362-8914 Fax Dominick.Scotto@usi.biz
Cathy Stanton Class of '14-'15	Pasternack Tilker Ziegler Walsh Stanton & Romano, LLP 25 Newbridge Road Suite 203 Hicksville, NY 11801	*Secretary* 516 471-1748 516 742-3994 fax [redacted] cstanton@workerslaw.com
Bruce A. Watterson Class of '12-'13	Senior Vice President/Group Director Signature Bank 1225 Franklin Avenue Garden City, NY 11530	*1st Vice Chairman* 516-408-5015 516-205-4246 bwatterson@signatureny.com
Angelo Zaffuto Class of '95-'96	President Zaffuto Construction Co., Inc. 162 Atlantic Ave. Lynbrook, NY 11563	*Board Member Emeritus* 516-887-1400 516-887-1944 Fax angelo@zaffuto.org

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Rebecca Bell / COO 10/29/15

Name and Title of Authorized Representative m/d/yy

Rebecca Bell REBECCA BELL, CHIEF OPERATING OFFICER 10/29/15

Signature Date

EAC, Inc.

Name of Organization

50 Clinton St. Suite 107 Hempstead NY 11550

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CLS5150000 68

Nassau County Interim Finance Authority

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

1. Vendor: EAC, Inc. d/b/a Education & Assistance Corporation

2. Dollar amount requiring NIFA approval: $ 16,667.00

Amount to be encumbered: $ 16,667.00

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/15 to 12/31/15

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Ongoing mandated service.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % 100
State % ___
County % ___

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ✓ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ✓ N/A

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

EAC will operate a program know as the Early Intervention Program (EIP) whose purpose will be to create good paying habits for non-custodial parents who are under new orders to pay child support, where traditional enforcement remedies, ranging from wage withholding to referral to court have not been successful.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Education & Assistance Corporation (HEAP/WRAP) 1/1/15 to 12/31/15 ($300,000.00)
Education & Assistance Corporation (Conciliation) 1/1/15 to 12/31/15 ($119,917.00)
Education & Assistance Corporation (Project Support) 1/1/15 to 12/31/15 ($150,000.00)

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemarie Deller 11/30/15

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

R24

[redacted] Amendment in the Nature of a Substitution for E-24-16

This Amendment deletes references to the proposed hourly rate increase under Amendment # 3 in the Contract Routing Details sheet, Comptroller Approval Form, and NIFA Contract Approval Request Form.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 15 P 4: 36

Contract ID#:CQAT12000011

Department: County Attorney/County Executive

E-24-16 ~~247-15~~

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT15000033 NIFS Entry Date: 12/02/2015 Term: August 1, 2011 – December 31, 2016

New ☐ Renewal ☐	
Amendment # 3	X
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Pannone Lopes Devereaux & West, LLC	Vendor ID# 113769678
Address 81 Main Street Suite 510 White Plains, New York 10601	Contact Person Josh Meyer Phone (914) 898-2429

County Department
Department Contact Daniel Gregware
Address One West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐			
	OMB	*NIFS Approval* ☐	12/10/15	William Cote	Yes ☐ No ☐ Not required if blanket resolution
12/11/15	County Attorney	*CA RE&I Verification* ☑	12/11/15		
	County Attorney	*CA Approval as to form* ☐	12/11/2015		Yes ☒ No ☐
	LBG Legislative Affairs	*Fw'd Original K to CA* ☐	12/14/15	Concetta A. Petrucci	
	LBG Rules ☐/ Leg. ☐	☐			
	County Attorney	*NIFS Approval* ☐			
	County Comptroller	*NIFS Approval* ☐			
12/14/15	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	12/14/15		

PR5254 (8/04)

Contract ID#:CQAT12000011

Department: County Attorney/County Executive

Contract Summary

Description: Amendment # 3.

Purpose: Amendment # 3 to an outside counsel contract. The law firm under this contract provides legal services to the County in connection with setting the sewer rates and in connection with the County's Wastewater System. This amendment increases the maximum amount.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: The contract was originally procured as described under the original contract package, attached to this amendment. For the services added under amendment # 1, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney (now the County Attorney) has reviewed the selection and agrees with the procurement. Additionally, the County Executive's office previously authorized the panel rate increase for the firm, which was still below some of the other firms on the panel. Pursuant to amendment # 2, the hourly rates were increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: **$395,000.00**

Change in Contract from Prior Procurement: **N/A**

Recommendation: **approve as submitted**

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$395,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$395,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$395,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$395,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/15/16
Date	Date	(For Office Use Only) E #:

PR5254 (8/04)

Amendment in the Nature of a Substitution for

This Amendment deletes the proposed hourly rate increase.

E-24-16

RULES RESOLUTION NO. 24-2016

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel contract with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CLAT15000033)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10601

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 23, 2012, and amended by amendment # 1 on January 29, 2015, and amendment # 2 on December 9, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into as described under the original contract

package, attached to this amendment. For the services added under amendment # 1, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney (now the County Attorney) has reviewed the selection and agrees with the procurement. Additionally, the County Executive's office previously authorized the panel rate increase for the firm, which was still below some of the other firms on the panel. Pursuant to amendment # 2, the hourly rates have been increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains

the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors. No sub-contractors identified at this time.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12/3/16

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 23, 2012, as amended by amendment one (1), County contract amendment number CLAT13000034 executed on behalf of the County on January 29, 2014, and as amended by amendment two (2), County contract amendment number CLAT14000032 executed on behalf of the County on December 9, 2014 (the "Original Agreement"), Counsel provides legal services to the County in connection with setting the sewer rates and in connection with the County's Wastewater System, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until December 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Six Hundred Ninety-five Thousand Dollars ($695,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Ninety-five Thousand Dollars ($395,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Million Ninety Thousand Dollars ($1,090,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: December 2, 2015

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 12/7/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 2nd day of December in the year 2015 before me personally came Josh J. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Parrone Lopes Devereaux & Westerman the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DANIEL F. GRIPPO
Notary Public, State of New York
No. 4835449
Qualified in Suffolk County
Commission Expires December 31, 2017

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

On the 3rd day of December in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2019

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID#:CQAT12000011

Department: County Attorney/County Executive

certified copy of contract received on 05/24/2012 LL

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT12000011 NIFS Entry Date: 04/16/2012 Term: from August 1, 2011 - July 31, 2012

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10606	Contact Person: Josh Meyer
	Phone: 914 898 2429

County Department
Department Contact: Daniel Gregware
Address: One West Street, Mineola, New York 11501
Phone: 516 571 1675

Routing Slip

Date Rec'd.	Department	Internal Verification	Date Appv'd & Fw'd	Signature	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	4/20/12		Yes ☐ No ☐ Not required if blanket resolution
4/20/12	County Attorney	CA RE&I Verification ☑	4/20/12		
	County Attorney	CA Approval as to form ☐	04/23/2012		Yes ☐ No ☒
	LEG: Legislative Affairs	Fw'd Original K to CA ☐			
	LEG: Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	04/23/2012		
	County Comptroller	NIFS Approval ☑	5/8/12		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	5/23/12		

PR5254 (8/04)

Contract ID#:CQAT12000011

Department: County Attorney/County Executive

Contract Summary

Description: Original Contract.

Purpose: To represent the County with regard to setting the sewer rates.

Method of Procurement: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Procurement History: New contract.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: **$25,000.00**

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE		AMOUNT
Revenue Contract	☐	XXXXXXX
County		$25,000.00
Federal		$
State		$
Capital		$
Other		$
	TOTAL	$25,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$25,000.00
2		$
3	4/20/12	$
4		$
5		$
6		$
	TOTAL	$25,000.00

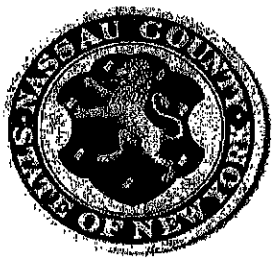
RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/23/12
Date 5/7/12	Date 5/3/12	(For Office Use Only) E #:

PR5254 (8/04)

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CQAT12000011)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10606

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4/17/2012

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Executive's Office, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office at 81 Main Street, Suite 510, White Plains, New York 10606 ("Counsel" or "Contractor").

WITNESSETH:

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services.

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

1. Term. This Agreement shall commence on August 1, 2011 and shall terminate on July 31, 2012, unless sooner terminated in accordance with the provisions of this Agreement, provided, however, the County may renew this Agreement under the same terms and conditions for one (1) additional one (1) year period.

2. Services. (a) The services to be provided by Counsel under this Agreement ("Services") shall consist of representing the County with regard to setting the sewer rates.

3. Payment. (a) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars ($25,000.00) (the "Maximum Amount"). Compensation for Services shall be paid in accordance with the following rates: the hourly rates, whether in court or out of court, of Two Hundred Twenty-five Dollars ($225.00) for partners, counsel and associates, and Ninety Dollars ($90.00) for paralegals. Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a bill stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, and contains a detailed itemized list of reasonable and necessary expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the

"Comptroller").

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

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for travel, expert costs, messengers, investigators, trial preparation services and other legitimate expenses.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "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. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

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

(b) 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, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be

determined solely by the County. Counsel 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 Counsel 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. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County.

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

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

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, diligently defend, at Counsel's own risk and expense, any and all suits, actions, or which may be brought or instituted against one or more Indemnified Parties for which responsible under this Section, and, further to Counsel's indemnification obligations, Co pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County an the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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 Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. 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 County

Attorney, 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel delivering to the County Attorney, 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 Counsel 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 Counsel's right to terminate under this subsection.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(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.

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

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Department head at the address specified above for the Department, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iii) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be

excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. 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.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County approvals and any third-party approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____

Name: Josh J. Meyer

Title: Partner

Date: April 6, 2012

NASSAU COUNTY

By: _____

Name: John Ciampoli

Title: County Attorney

Date: 4/17/2012

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: County Executive

Deputy County Executive

Date: 5/23/12

PLEASE EXECUTE IN BLUE INK

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

On the 6th day of April in the year 2012 before me, the undersigned, personally appeared Josh Meyer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

LEE D. APOTHEKER
Notary Public - State of New York
No. 02AP6239413
Qualified in King County
Commission Expires April 16, 2015

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

On the 17 day of April in the year 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

Nina DeLuca

NINA DELUCA
Notary Public, State of New York
No. 01DE6199846
Qualified in Suffolk County
Commission Expires Jan. 20, 2013

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

On the 23 day of May in the year 2012 before me personally came Richard R. Walker 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 the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

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 herein 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, for the purpose of 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.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or

any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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 good faith 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"), Counsel hereby certifies the following:

1. The Principal of Contractor is:

   Teno A. West
   _____ (Name)

   81 Main Street, Suite 510, White Plains, NY 10601
   _____ (Address)

   (914) 898-2400
   _____ (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 __X___ 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:

   N/A

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X___ 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:

N/A

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.

April 6, 2012

Dated

Signature of Principal

Teno A. West

Name of Principal

Sworn to before me this

___6th___ day of ____April_____, 2012.

Notary Public

LEE D. APOTHEKER
Notary Public - State of New York
No. 02AP6239413
Qualified in King County
Commission Expires April 18, 2015

[redacted]

PANNONE LOPES DEVEREAUX & WEST LLC - OPERATING ACCOUNT
Nassau County

03/27/2012	Nassau County	05035-TAW	160.00

03/27/2012 000012556 160.00

[redacted]

PANNONE LOPES DEVEREAUX & WEST LLC
OPERATING ACCOUNT
317 IRON HORSE WAY, SUITE 301
PROVIDENCE, RI 02908

Bank of America.

57-1-115

DATE 03/27/2012

AMOUNT ********160.00

One Hundred Sixty and 00/100 Dollars

PAY TO THE ORDER OF
Nassau County
1550 Franklin Avenue
Mineola, NY 11501

Gary R. Pannone
AUTHORIZED SIGNATURE

Security features. Details on back.

[redacted]

certified contract received on 02/03/2014 LN

Contract ID#:CQAT12000011

Department: County Attorney/County Executive

E-249-13

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT13000034 NIFS Entry Date: 11/26/2013 Term: August 1, 2011 – December 31, 2014

New ☐ Renewal ☐	
Amendment # 1 X	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10606	Contact Person: Josh Meyer
	Phone: 914 898 2429

County Department
Department Contact: Daniel Gregware
Address: One West Street, Mineola, New York 11501
Phone: 516 571 1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☑	11/27/13		☑ YES
11/27/13	County Attorney	CA RE&I Verification ☑	11/27/13		
	County Attorney	CA Approval as to form ☐	12/02/2013		
	LEG Legislative Affairs	Fw'd Original K to CA ☐	12/2/13	Gregory A. Meyer	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	12/11/2013		
	County Comptroller	NIFS Approval ☑	12/23/13	CGL 12/24/13	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	12/2/13		

PR5254 (8/04)

Contract ID#:CQAT12000011

Department: County Attorney/County Executive

Contract Summary

Description: Amendment # 1.

Purpose: Outside counsel contract. The original agreement is to represent the County with regard to setting the sewer rates. This amendment extends the term of the Original Agreement, increases the maximum amount, and provides for additional services to represent the County in connection with the County's Wastewater System.

Method of Procurement: For the services added under this amendment, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney has reviewed the selection and agrees with the procurement.

Procurement History: The contract was original procured as described under the original contract package, attached to this agreement.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $375,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE		AMOUNT
Revenue Contract ☐		XXXXXXX
County		$375,000.00
Federal		$
State		$
Capital		$
Other		$
	TOTAL	$375,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$375,000.00
2		$
3	11/27/13	$
4		$
5		$
6		$
	TOTAL	$375,000.00

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 12/2/13
Date 12/30/13	Date 12/30/13	(For Office Use Only) E #:

PR5254 (8/04)

G-249-13

RULES RESOLUTION NO.365 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/9/13
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. – 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CLAT13000034)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10606

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 23, 2012. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into as described under the original contract package, attached to this agreement. For the services added under this amendment, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney has reviewed the selection and agrees with the procurement.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Amendment No. 1
Between Nassau County and Pannone Lopes Devereaux & West LLC

Guidelines for Disclosure

Principals of Pannone Lopes Devereaux & West LLC

Gary R. Pannone
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5115

Matthew A. Lopes
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5156

William P. Devereaux
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5106

Teno A. West
Principal and Partner
Pannone Lopes Devereaux & West LLC
81 Main Street, Suite 510
White Plains, NY 10601
(914) 898-2497

William E. O'Gara
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5117

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10606 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT12000011 between the County and Counsel, executed on behalf of the County on May 23, 2012 (the "Original Agreement"), Counsel provides legal services to the County in connection with representing the County with regard to setting the sewer rates, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2012, unless sooner terminated in accordance with the provisions of the Original Agreement, provided, however, the County may renew the Original Agreement under the same terms and conditions for one (1) additional one (1) year period (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-five Thousand Dollars ($25,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term, amend the Services, and increase the Maximum Amount of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014, unless sooner terminated in accordance with the provisions of this Amended Agreement.

2. Services. In addition to the Services set forth under the Original Agreement, Counsel shall also represent the County in connection with the County's Wastewater System.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Seventy-five Thousand Dollars ($375,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be Four Hundred Thousand Dollars ($400,000.00) (the "Amended Maximum Amount").

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: November 30, 2013

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: Acting County Attorney
Date: _____

NASSAU COUNTY

By: _____
Name: Richard Corcoran
Title: County Executive
☒ Deputy County Executive
Date: 4/29/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW JERSEY)
)ss.:
COUNTY OF BERGEN)

On the 30th day of November in the year 2013 before me personally came Josh J. Meyer to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Bergen; that he is a Partner of Pannone Lopes Devereaux & West LLC, the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

ALFRED M. ELIA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires April 24, 2014

NOTARY PUBLIC

Sworn to and subscribed before me this 30 day of Nov. 2013

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

On the 2nd day of December in the year 2013 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is Acting County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

NOTARY PUBLIC

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

On the 29 day of January in the year 2014 before me personally came Richard R. Walker 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

LUNGLE-SIDEU

Contract ID#:CQAT12000011

Certified contract received on 01/04/2015

Department: County Attorney/County Executive

E-291-14

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT14000032 NIFS Entry Date: 11/20/2014 Term: August 1, 2011 – December 31, 2016

New ☐ Renewal	☐
Amendment # 2	X
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10601	Contact Person: Josh Meyer
	Phone: (914) 898-2429

County Department	
Department Contact: Daniel Gregware	
Address: One West Street, Mineola, New York 11501	
Phone: (516) 571-1675	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	11/20/14		Yes ☐ No ☐ Not required if blanket resolution
11/21/14	County Attorney	CA RE&I Verification ☑	11/21/14		
	County Attorney	CA Approval as to form ☐	11/21/2014		Yes ☒ No ☐
	LEG: Legislative Affairs	Fw'd Original K to CA ☐	11/21/14		
	LEG: Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	12/04/2014		
	County Comptroller	NIFS Approval ☑	12/12/2014		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	12/19/14		

PR5254 (8/04)

Contract ID#:CQAT12000011

Department: County Attorney County Executive

Contract Summary

Description: Amendment # 2.

Purpose: Amendment # 2 to an outside counsel contract. The law firm under this contract provides legal services to the County in connection with setting the sewer rates and in connection with the County's Wastewater System. This amendment extends the term of the Original Agreement, increases the maximum amount, and amends the hourly rates.

Method of Procurement: Contract amendment. See procurement history below. The hourly rates have been increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

Procurement History: The contract was originally procured as described under the original contract package, attached to this amendment. For the services added under amendment # 1, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney (now the County Attorney) has reviewed the selection and agrees with the procurement. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $295,000.00 max increase, but only a $.01 encumbrance at this time as per the attached amendment.

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$.01
Federal	$
State	$
Capital	$
Other	$
TOTAL	$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$.01
2		$
3		$
4	J. Senato 4/24/14	$
5		$
6		$
	TOTAL	$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name: Lisa Tran	Name: Tony Manuzzi	Date: 12/9/14
Date: 1/6/15	Date: 1/5/15	(For Office Use Only) E #:

PR5254 (8/04)

E-291-14

RULES RESOLUTION NO 322 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-1-14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CLAT14000032)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10606

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 23, 2012 and amended on January 29, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into as described under the original contract package, attached to this amendment. For the services added under amendment # 1, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney has reviewed the selection and agrees with the procurement. Additionally, the County Executive's office authorized the rate increase for the firm, which is still below some of the other firms on the panel. Lastly, the rate increase has been authorized because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Pannone Lopes Devereaux & West LLC
Ownership Disclosure

Names and business addresses and telephone numbers of all Principals of Pannone Lopes Devereaux & West LLC:

Gary R. Pannone
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Managing Member

Matthew A. Lopes
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

William P. Devereaux
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

William E. O'Gara
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

Teno A. West
81 Main Street, Suite 510
White Plains, NY 10601
(914) 898-2400
Member

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 23, 2012, and as amended by amendment one (1), County contract amendment number CLAT13000034 executed on behalf of the County on January 29, 2014 (the "Original Agreement"), Counsel provides legal services to the County in connection with setting the sewer rates and in connection with the County's Wastewater System, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until December 31, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Four Hundred Thousand Dollars ($400,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term, increase the Maximum Amount, and amend the hourly rates of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended an additional two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016, unless sooner terminated in accordance with the provisions of this Amended Agreement.

2. Payment. For the period August 1, 2011 through December 31, 2014, the hourly rates provided under the Original Agreement shall remain in effect. Effective January 1, 2015, compensation for Services performed under this Amended Agreement shall be paid at the following rates: the hourly rates, whether in court or out of court, shall be Two Hundred Fifty Dollars ($250.00) for partners, counsel, and associates, and Ninety Dollars ($90.00) for paralegals.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Ninety-five Thousand Dollars ($295,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Six Hundred Ninety-five Thousand Dollars ($695,000.00) (the "Amended Maximum Amount").

4. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that there shall be no initial encumbrance under this Amendment. Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: November 20, 2014

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 11/24/17

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
☒ Deputy County Executive
Date: 12/9/14

PLEASE EXECUTE IN BLUE INK

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

On the 20th day of November in the year 2014 before me personally came Josh T. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Fanone Lopez Development, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Diana Catapano
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6039854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 20th day of November in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Diana Catapano
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6039854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 6th day of December in the year 2014 before me personally came Richard K. Walker 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6029828
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: CQAT12000011

Certified advisement received on 07/20/2015

Department: County Attorney/County Executive

Contract Details

SERVICES: Special Counsel

NIFS ID #: CAAT15000006 NIFS Entry Date: 05/01/2015 Term: August 1, 2011 – December 31, 2016

New ☐ Renewal ☐	
Advisement # 1	X
Time Extension	☐
Addl. Funds	X
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes ☐	No X
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Pannone Lopes Devereaux & West, LLC	Vendor ID# 113769678
Address 81 Main Street, Suite 510, White Plains, New York 10601	Contact Person Josh Meyer
	Phone (914) 898-2429

County Department
Department Contact Daniel Gregware
Address 1 West Street, Mineola, New York
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	5/27/15		Yes☐ No☐ Not required if blanket resolution
	County ~~Executive~~ Comptroller	Notarization ☐ Filed with Clerk of the Leg. ☐	7/6/15		9/2/15
6/4/15	County ~~Comptroller~~ Executive	NIFS Approval ☐	6/4/15		

Contract ID#: CQAT12000011

Department: County Attorney/County Executive

Contract Summary

Description: Advisement # 1 to outside counsel contract.

Purpose: Advisement against an outside counsel contract to provide legal services to the County in connection with setting the sewer rates and in connection with the County's Wastewater System. This advisement is to encumber additional funds pursuant to the terms of the original contract.

Method of Procurement: Contract advisement. See procurement history below.

Procurement History: The contract was originally procured as described under the original contract package, attached to this advisement. For the services added under amendment # 1, the vendor was selected from the prequalified panel of law firms established by the County Attorney's office. The Acting County Attorney (now the County Attorney) has reviewed the selection and agrees with the procurement. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $295,000.00 ($295,000.00 previous increase pursuant to amendment # 2, but only $.01 encumbered. This advisement is encumbering the remaining previously authorized unencumbered balance of $295,000.00).

Change in Contract from Prior Procurement: Not applicable

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$295,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$295,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$295,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$295,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date 7/6/15	(For Office Use Only) E #:

PR5254 (8/04)

COUNTY OF NASSAU

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

1. Name of the Entity: Pannone Lopes Devereaux & West LLC

Address: 81 Main Street, Suite 510

City, State and Zip Code: White Plains, NY 10601

2. Entity's Vendor Identification Number: 11-3769678

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

X Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Gary R. Pannone, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Matthew A. Lopes, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William P. Devereaux, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William E. O'Gara, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Teno A. West, 81 Main Street, Suite 510, White Plains, NY 10601

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Gary R. Pannone, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Matthew A. Lopes, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William P. Devereaux, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William E. O'Gara, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Teno A. West, 81 Main Street, Suite 510, White Plains, NY 10601

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: November 24, 2015

Signed: Teno A. West

Print Name: Teno A. West

Title: Principal

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

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Pannone Lopes Devereaux & West, LLC (CLAT15000033)

2. Dollar amount requiring NIFA approval: $ 395,000.00

Amount to be encumbered: $ 395,000.00

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 08/01/2011-12/31/2016

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel is continuing services as amendment is being sent for approvals

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

The law firm under this contract provides legal services to the County. This amendment increases the maximum amount.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

-CLAT14000030, encumbered $100,000, max amount $395,000, encumbered on 11/03/2014; -CLAT15000032, to be encumbered and max amount $395,000, currently in approval process
-CCAT14000027, encumbered $.01, max amount $175,000, encumbered on 11/03/2014
-CLAT14000032, encumbered $.01, max amount $295,000, encumbered on 01/08/2015
-CLAT15000009, encumbered $100,000, max amount $495,000 (although only $100,000 approved by NIFA), encumbered on 09/09/2015

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Dillon 12/10/15

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

R2r

[redacted] Amendment in the Nature of a Substitution for E-25-16

This Amendment deletes references to the proposed hourly rate increase under Amendment # 5 in the Contract Routing Details sheet, Comptroller Approval Form, and NIFA Contract Approval Request Form.

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 15 P 4: 35

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

E-25-16 ~~E-248-15~~

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT15000032 NIFS Entry Date: 12/02/2015 Term: August 1, 2011 - July 31, 2016

New ☐ Renewal	☐
Amendment # 5	X
Time Extension	☐
Addl. Funds	X
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor		County Department
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678	Department Contact: Daniel Gregware
Address: 81 Main Street, Suite 510, White Plains, New York 10601	Contact Person: Josh Meyer	Address: One West Street, Mineola, New York 11501
	Phone: (914) 898-2429	Phone: (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appr'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐		[illegible]	
	OMB	NIFS Approval ☐	12/10/15	William Cole	Yes ☐ No ☐ Not required if blanket resolution
12/11/15	County Attorney	CA RE&I Verification ☑	12/11/15	[illegible]	
	County Attorney	CA Approval as to form ☐	12/11/2015	[illegible]	Yes ☒ No ☐
	LEG: Legislative Affairs	Fw'd Original K to CA ☐	12/14/15	Concetta A. Petrucci	
	LEG: Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐			
	County Comptroller	NIFS Approval ☐			
12/14/15	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	12/14/15	[illegible]	

PR5254 (8/04)

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

Contract Summary

Description: Amendment # 5 to outside counsel contract.

Purpose: To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment increases the maximum amount of the contract.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office previously authorized the panel rate increase for the firm, which was still below some of the other firms on the panel. Pursuant to Amendment # 3, the hourly rates were again increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: **$395,000.00**

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$395,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$395,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$395,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$395,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/10/16
Date	Date	*(For Office Use Only)* E #:

PR5254 (8/04)

Amendment in the Nature of a Substitution

This Amendment deletes the proposed hourly rate increase.

E-25-16

RULES RESOLUTION NO. 25-2016

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel contract with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CLAT15000032)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10601

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment # 1 on February 13, 2013, amendment # 2 on June 7, 2013, amendment # 3 on December 1, 2014, and amendment # 4 on November 5, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The

original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office previously authorized the panel rate increase for the firm, which was still below some of the other firms on the panel. Pursuant to Amendment # 3, the hourly rates were again increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting2a competitive process, and details when the department

intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. X Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors. No sub-contractors identified at this time.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12/3/15

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

AMENDMENT NO. 5

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, as amended by amendment one (1), County contract amendment number CLAT12000015 executed on behalf of the County on February 13, 2013, as amended by amendment two (2), County contract amendment number CLAT13000014 executed on behalf of the County on June 7, 2013, as amended by amendment three (3), County contract amendment number CLAT14000030 executed on behalf of the County on December 1, 2014, and as amended by amendment four (4), County contract amendment number CLAT15000009 executed on behalf of the County on November 5, 2015 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Four Hundred Fifteen Thousand Dollars ($1,415,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Ninety-five Thousand Dollars ($395,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Million Eight Hundred Ten Thousand Dollars ($1,810,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: December 2, 2015

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 12/3/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 2nd day of December in the year 2015 before me personally came Josh T. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Pannone Lopes Devereaux & West LLC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DANIEL R GRUPPO
Notary Public, State of New York
No. 4835449
Qualified in Suffolk County
Commission Expires December 31, 2017

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

On the 3rd day of December in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2019

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

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Certified contract received on 05/23/2012

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

Contract Details

SERVICES: Special Counsel

NIFS ID #: CQAT12000010 NIFS Entry Date: 04/16/2012 Term: from August 1, 2011 - July 31, 2012

New X Renewal	☐
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10606	Contact Person: Josh Meyer
	Phone: 914 898 2429

County Department	
Department Contact: Daniel Gregware	
Address: One West Street, Mineola, New York 11501	
Phone: 516 571 1675	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appr'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	4/20/12		Yes ☐ No ☐ Not required if blanket resolution
4/20/12	County Attorney	CA RE&I Verification ☑	4/20/12		
	County Attorney	CA Approval as to form ☐	04/23/2012		Yes ☐ No ☒
	LEG: Legislative Affairs	Fw'd Original K to CA ☐			
	LEG: Rules ☐ / Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	04/23/2012		
	County Comptroller	NIFS Approval ☒	5/2/12		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	5/11/12		

PR5254 (8/04)

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

Contract Summary

Description: Original Contract.

Purpose: To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field.

Method of Procurement: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Procurement History: New contract.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $25,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$25,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$25,000.00

LINE	INDEX OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$25,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$25,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 5/11/12
Date 5/9/12	Date 5/15/12	(For Office Use Only)
		E #:

PR5254 (8/04)

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CQAT12000010)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10606

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

X **B.** The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the servi...

required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

4/17/2012

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Executive's Office, having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office at 81 Main Street, Suite 510, White Plains, New York 10606 ("Counsel" or "Contractor").

WITNESSETH:

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services.

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

1. Term. This Agreement shall commence on August 1, 2011 and shall terminate on July 31, 2012, unless sooner terminated in accordance with the provisions of this Agreement, provided, ~~however, the County may renew this Agreement under the same terms and conditions for one (1)~~ additional one (1) year period.

2. Services. (a) The services to be provided by Counsel under this Agreement ("Services") shall consist of representing the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field.

3. Payment. (a) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall not exceed the sum of Twenty-five Thousand Dollars ($25,000.00) (the "Maximum Amount"). Compensation for Services shall be paid in accordance with the following rates: the hourly rates, whether in court or out of court, of Two Hundred Twenty-five Dollars ($225.00) for partners, counsel and associates, and Ninety Dollars ($90.00) for paralegals. Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a bill stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, and contains a detailed itemized list of reasonable and necessary expenses; (b) certifies that the Services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and upon (ii) review, approval and audit of the Voucher by

the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for travel, expert costs, messengers, investigators, trial preparation services and other legitimate expenses.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

4. Independent Contractor. Counsel is an independent contractor of the County. Counsel shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Counsel (a "Counsel Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "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. Counsel is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

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

(b) 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, Counsel agrees as follows:

(i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be

determined solely by the County. Counsel 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 Counsel 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. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County.

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

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

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold ~~harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance~~ under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is

responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by Counsel pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel 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 Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. 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 County Attorney, 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel delivering to the County Attorney, 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 Counsel 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 Counsel's right to terminate under this subsection.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The complaint or necessary

moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel's action or special proceeding against the County.

(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.

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

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Department head at the address specified above for the Department, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iii) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as

not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. 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.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

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

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County approvals and any third-party approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Counsel and the County have executed this Agreement as of the Effective date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____

Name: Josh J. Meyer

Title: Partner

Date: April 6, 2012

NASSAU COUNTY

By: _____

Name: John Ciampoli

Title: County Attorney

Date: 4/12/2012

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: County Executive

☒ Deputy County Executive

Date: 5/11/12

PLEASE EXECUTE IN BLUE INK

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

On the 6th day of April in the year 2012 before me, the undersigned, personally appeared Josh Mayer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

LEE D. APOTHEKER
Notary Public - State of New York
No. 02AP6239413
Qualified in King County
Commission Expires April 18, 2015

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

On the 17 day of April in the year 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he ~~resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal~~ corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

Nina DeLuca

NINA DELUCA
Notary Public, State of New York
No. 01DE6199846
Qualified in Suffolk County
Commission Expires Jan. 20, 2013

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

On the 11 day of May in the year 2012 before me personally came Richard R. Walker 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 the~~ County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Chief Deputy

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

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 herein 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, for the purpose of 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.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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 good faith 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"), Counsel hereby certifies the following:

1. The Principal of Contractor is:

   Teno A. West
   _____ (Name)

   81 Main Street, Suite 510, White Plains, NY 10601
   _____ (Address)

   (914) 898-2400
   _____ (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 __X____ 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:

   N/A

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has __X___ 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:

N/A

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.

April 6, 2012

Dated

Signature of Principal

Teno A. West

Name of Principal

Sworn to before me this

___6th___ day of ____April_____, 2012.

Notary Public

LEE D. APOTHEKER
Notary Public - State of New York
No. 02AP6239413
Qualified in King County
Commission Expires April 16, 2015

[redacted]

PANNONE LOPES DEVEREAUX & WEST LLC - OPERATING ACCOUNT

Nassau County 3/27/12 $ 160.00

[redacted]

Bank of America.

PANNONE LOPES DEVEREAUX & WEST LLC
OPERATING ACCOUNT
317 IRON HORSE WAY, SUITE 301
PROVIDENCE, RI 02908

57-1-115

One hundred, sixty dollars and 00/100********** DATE 3/27/12 AMOUNT 160.00

PAY TO THE ORDER OF
Nassau County
1550 Franklin AVenue
Mineola, NY 11501

Gary R. Pannone
AUTHORIZED SIGNATURE

Security features. Details on back.

[redacted]

Certified contract received on 02/15/2013

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

E-162-12

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT12000015 NIFS Entry Date: 06/12/2012 Term: from August 1, 2011 - July 31, 2013

New ☐ Renewal	☐
Amendment	X
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10606	Contact Person: Josh Meyer
	Phone: 914 898 2429

County Department
Department Contact: Daniel Gregware
Address: One West Street, Mineola, New York 11501
Phone: 516 571 1675

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	1/20/12		Yes ☐ No ☐ Not required if blanket resolution
7/12/12	County Attorney	CA RE&I Verification ☑	7/12/12		
	County Attorney	CA Approval as to form ☐	5/16/2012		Yes ☐ No ☐
7/10/12	LEG Legislative Affairs	Fw'd Original K to CA ☐	7/10/12		
	LEG Rules ☐/ Leg. ☐	☐			
11/14/2012	County Attorney	NIFS Approval ☐	11/14/2012		
	County Comptroller	NIFS Approval ☑	1/7/13		
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	7/11/12		

PR5254 (8/04)

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

Contract Summary

Description: Amendment # 1

Purpose: Contractor will assist the County with procuring a developer or developers to privately finance redevelopment of the Nassau Hub. The Nassau Hub consists of 76 acres including the Nassau Coliseum and surrounding County-owned property. Redevelopment will be 100% privately financed and will bring sorely needed jobs, economic opportunities and revenue to Nassau County.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: **$200,000.00**

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$200,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$200,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$200,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$200,000.00

7/12/12

APPROVED: INSURANCE SECTION

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 7/11/12
Date 1/8/13	Date 1/7/13	(For Office Use Only) E #:

PR5254 (8/04)

E-16212

RULES RESOLUTION NO. 211 – 2012

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9/10/12
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the County Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. – 2012

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the County Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CLAT12000015)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10606

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 11, 2012. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

6/15/2012

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Amendment No. 1
Between Nassau County and Pannone Lopes Devereaux & West LLC

Guidelines for Disclosure

Principals of Pannone Lopes Devereaux & West LLC

Gary R. Pannone
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5115

Matthew A. Lopes
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5156

William P. Devereaux
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5106

Teno A. West
Principal and Partner
Pannone Lopes Devereaux & West LLC
81 Main Street, Suite 510
White Plains, NY 10601
(914) 898-2497

William E. O'Gara
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5117

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10606 ("Counsel" or "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2012, unless sooner terminated in accordance with the provisions of the Original Agreement, provided, however, the County may renew the Original Agreement under the same terms and conditions for one (1) additional one (1) year period (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Twenty-five Thousand Dollars ($25,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended an additional one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2013, unless sooner terminated in accordance with the provisions of this Amended Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Thousand Dollars ($200,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be Two Hundred Twenty-five Thousand Dollars ($225,000.00) (the "Amended Maximum Amount").

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: June 7, 2012

NASSAU COUNTY

By: _____
Name: John Ciampoli
Title: County Attorney
Date: 6/15/2012

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: ☐ County Executive
☒ Deputy County Executive
Date: 2/13/13

PLEASE EXECUTE IN BLUE INK

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

On the 7th day of June in the year 2012 before me personally came Josh Mayer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Pannone Lopes Devereux + West, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ZACHARY KLEIN
Notary Public, State of New York
No. 01KL6173930
Qualified in New York County
Commission Expires ~~September 04, 2011~~
December 1, 2015

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

On the 15 day of June in the year 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Diana Catapano
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 13 day of February in the year 2013 before me personally came Richard P. Walker 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#:CQAT12000010

Certified contract received on 06/11/2013 LN

Department: County Attorney/County Executive

E-94-13

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT13000014 NIFS Entry Date: 04/01/2013 Term: from August 1, 2011 - July 31, 2014

New ☐ Renewal ☐	
Amendment # 2	X
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10606	Contact Person: Josh Meyer
	Phone: 914 898 2429

County Department
Department Contact: Daniel Gregware
Address: One West Street, Mineola, New York 11501
Phone: 516 571 1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
4/1/13	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☑	4/1/13	Lisa LoCurto	
	OMB	NIFS Approval ☐	4/1/13	[illegible]	Yes ☐ No ☐ Not required if blanket resolution
	County Attorney	CA RE&I Verification ☐	04/01/2013	[illegible]	
	County Attorney	CA Approval as to form ☐	04/01/2013	[illegible]	Yes ☐ No ☐
	LEG Legislative Affairs	Fw'd Original K to CA ☐	4/11/2013	Gregory A. Meyer	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	04/16/2013	[illegible]	
	County Comptroller	NIFS Approval ☑	4/23/13	CGL 4/23/13	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	6/7/13	[illegible]	

PR5254 (8/04)

Contract ID#:CQA12000010

Department: County Attorney County Executive

Contract Summary

Description: Amendment # 2

Purpose: To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment extends the term and increases the maximum amount

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $300,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$300,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$300,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$300,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$300,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name	Name	Date 6/7/13
Date 4/24/13	Date 4/23/13	(For Office Use Only) E #:

PR5254 (8/04)

E-94-13

RULES RESOLUTION NO. 135 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 4/8/13
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. -- 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CLAT13000014)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10606

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment # 1 on February 13, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal: **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Lisa LoCurto
Department Head Signature (Chief Dep Clk.)

4/1/13
Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Amendment No. 2
Between Nassau County and Pannone Lopes Devereaux & West LLC

Guidelines for Disclosure

Principals of Pannone Lopes Devereaux & West LLC

Gary R. Pannone
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5115

Matthew A. Lopes
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5156

William P. Devereaux
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5106

Teno A. West
Principal and Partner
Pannone Lopes Devereaux & West LLC
81 Main Street, Suite 510
White Plains, NY 10601
(914) 898-2497

William E. O'Gara
Principal and Partner
Pannone Lopes Devereaux & West LLC
317 Iron Horse Way, Suite 301
Providence, Rhode Island 02908
(401) 824-5117

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10606 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, and as amended by amendment one (1), County contract amendment number CLAT12000015 executed on behalf of the County on February 13, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2013, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Twenty-five Thousand Dollars ($225,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended an additional one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2014, unless sooner terminated in accordance with the provisions of this Amended Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Thousand Dollars ($300,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be Five Hundred Twenty-five Thousand Dollars ($525,000.00) (the "Amended Maximum Amount").

3 Full Force and Effect All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: March 29, 2013

NASSAU COUNTY

By: Lisa LoCurto
Name: ~~John Ciampoli~~
Title: Chief County Attorney
Date: 4/1/13

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
☒ Deputy County Executive
Date: 6/7/13

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss
COUNTY OF WESTCHESTER)

On the 29th day of March in the year 2013 before me personally came Josh J. Meyer, to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Bergen, State of New Jersey, that he is a Partner of Pannone Lopes Devereaux & West LLC, the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ZACHARY KLEIN
Notary Public, State of New York
No. 01KL6173930
Qualified in New York County
Commission Expires ~~September 04, 2011~~ December 1, 2015

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

On the 1 day of April in the year 2013 before me personally came Lisa LoCurto ~~John Ciampoli~~ to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

NINA DELUCA
Notary Public, State of New York
No. 01DE6199646
Qualified in Suffolk County
Commission Expires Jan. 20, 2017

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

On the 7 day of June in the year 2013 before me personally came Richard R. Walker 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

(N0083759 V 1)4

ATTACHMENT TO WORKSHEET #

Contract ID#:CQAT12000010

Certified contract received on 11/10/2014 LM

Department: County Attorney/County Executive

E-226-14

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT14000030 NIFS Entry Date: 09/19/2014 Term: August 1, 2011 - July 31, 2016

New ☐ Renewal ☐	
Amendment # 3	X
Time Extension	X
Addl. Funds	X
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10601	Contact Person: Josh Meyer
	Phone: (914) 898-2429

County Department	
Department Contact: Daniel Gregware	
Address: One West Street, Mineola, New York 11501	
Phone: (516) 571-1675	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	9/22/14		Yes ☐ No ☐ Not required if blanket resolution
9/24/14	County Attorney	CA RE&I Verification ☑	9/25/14		
	County Attorney	CA Approval as to form ☐	9/25/14		Yes ☒ No ☐
	LEG Legislative Affairs	Fw'd Original K to CA ☐	9/25/14	Gregory A. May	
	LEG Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	10/31/14		
	County Comptroller	NIFS Approval ☐	11/10/14		10/20/14
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	12/11/14		

PR5254 (8/04)

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

Contract Summary

Description: Amendment # 3 to outside counsel contract

Purpose: To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment extends the term, increases the maximum amount and increases the hourly rates of the contract.

Method of Procurement: Contract amendment. See procurement history below. The hourly rates have been increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $395,000.00 increase to maximum amount, but only $100,000.00 encumbrance at this time as per the contract

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$100,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$100,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$100,000.00

APPROVED 9/29/14 DATE
INSURANCE SECTION
REAL ESTATE BUREAU
COUNTY ATTORNEY

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 12/1/14
Date 11/3/14	Date 10/31/14	For Office Use Only E #:

PR5254 (8/04)

E-226-14

RULES RESOLUTION NO. 735-2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 10-6-14
VOTING:
ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

RULES RESOLUTION NO. – 2014

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CLAT14000030)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10601

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment # 1 on February 13, 2013 and amendment # 2 on June 7, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office, and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel. This amendment increases the hourly rates because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

9/27/17

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Pannone Lopes Devereaux & West LLC
Ownership Disclosure

Names and business addresses and telephone numbers of all Principals of Pannone Lopes Devereaux & West LLC:

Gary R. Pannone
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Managing Member

Matthew A. Lopes
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

William P. Devereaux
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

William E. O'Gara
317 Iron Horse Way, Suite 301
Providence, RI 02908
(401) 824-5100
Member

Teno A. West
81 Main Street, Suite 510
White Plains, NY 10601
(914) 898-2400
Member

AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, as amended by amendment one (1), County contract amendment number CLAT12000015 executed on behalf of the County on February 13, 2013, and as amended by amendment two (2), County contract amendment number CLAT13000014 executed on behalf of the County on June 7, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Five Hundred Twenty-five Thousand Dollars ($525,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount of the Original Agreement.

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

1. Term Extension. The Original Term shall be extended an additional two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2016, unless sooner terminated in accordance with the provisions of this Amended Agreement.

2. Payment. For the period August 1, 2011 through September 30, 2014, the hourly rates provided under the Original Agreement shall remain in effect. Effective October 1, 2014, compensation for Services performed under this Amended Agreement shall be paid at the following rates: the hourly rates, whether in court or out of court, shall be Two Hundred Fifty Dollars ($250.00) for partners, counsel, and associates, and Ninety Dollars ($90.00) for paralegals.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Ninety-five Thousand Dollars ($395,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be Nine Hundred Twenty Thousand Dollars ($920,000.00) (the "Amended Maximum Amount").

4. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be One Hundred Thousand Dollars ($100,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh J. Meyer
Title: Partner
Date: September 19, 2014

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: 9/24/14

NASSAU COUNTY

By: _____
Name: Richard Rizzuto
Title: County Executive
☐ Deputy County Executive
Date: 12/1/14

PLEASE EXECUTE IN BLUE INK

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

On the 19th day of September in the year 2014 before me personally came Josh J. Mogel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen NJ; that he or she is the Manager of [illegible]; the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DENNIS F MCDERMOTT
Notary Public, State of New York
No. 02MC6143100
Qualified in Nassau County
Commission Expires April 03, 2015

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

On the 22nd day of September in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6069854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 1 day of December in the year 2014 before me personally came Richard R. Walker 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Concetta A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6229026
Qualified in Nassau County
Commission Expires April 02, 2016

Certified advisement received on 03/13/2015 L.h.

Contract ID#: CQAT12000010

Department: County Attorney/County Executive

Contract Details

SERVICES: Special Counsel

NIFS ID #: CAAT15000002 NIFS Entry Date: 01/05/2015 Term: August 1, 2011 – July 31, 2016

New ☐ Renewal	☐
Advisement # 1	X
Time Extension	☐
Addl. Funds	X
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes ☐	No X
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No X
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name Pannone Lopes Devereaux & West, LLC	Vendor ID# 113769678
Address 81 Main Street Suite 510 White Plains, New York 10601	Contact Person Josh Meyer Phone (914) 898-2429

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	2/26/15		Yes☐ No☐ Not required if blanket resolution
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	2/9/15		
	County Comptroller	NIFS Approval ☐	3/3/15	SB	3/2/15

PR5254 (8/04)

Contract ID#: CQAT12000010

Department: County Attorney/County Executive

Contract Summary

Description: Advisement # 1 to outside counsel contract.

Purpose: Advisement against an outside counsel contract to represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This advisement is to encumber additional funds pursuant to the terms of the original contract.

Method of Procurement: Contract advisement. See procurement history below.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. The hourly rates have been previously increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

Description of General Provisions: As described above.

Impact on Funding / Price Analysis: $295,000.00 ($395,000.00 previous increase pursuant to amendment # 3, but only $100,000.00 encumbered. This advisement is encumbering the remaining previously authorized unencumbered balance of $295,000.00).

Change in Contract from Prior Procurement: Not applicable

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$295,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$295,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	$295,000.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$295,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an encumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name
Name	Name	Date 2/9/15
Date 3/4/15	Date 3/3/15	(For Office Use Only) E #:

PR5254 (8/04)

Contract ID#:CQAT12000010

Certified contract received on 11/6/2015 LN

Department: County Attorney/County Executive

E-132-15

Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT15000009 NIFS Entry Date: 06/22/2015 Term: August 1, 2011 - July 31, 2016

New ☐ Renewal ☐	
Amendment # 4	X
Time Extension	☐
Addl. Funds	X
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No X
2) Comptroller Approval Form Attached:	Yes X	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No ☐
5) Insurance Required	Yes X	No ☐

Agency Information

Vendor	
Name: Pannone Lopes Devereaux & West, LLC	Vendor ID#: 113769678
Address: 81 Main Street, Suite 510, White Plains, New York 10601	Contact Person: Josh Meyer
	Phone: (914) 898-2429

County Department	
Department Contact: Daniel Gregware	
Address: One West Street, Mineola, New York 11501	
Phone: (516) 571-1675	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐			
	OMB	NIFS Approval ☐	07/26/15		Yes ☐ No ☐ Not required if blanket resolution
7/2/15	County Attorney	CA RE&I Verification ☑	7/2/15		
	County Attorney	CA Approval as to form ☐	07/02/2015		Yes ☒ No ☐
	LEG: Legislative Affairs	Fw'd Original K to CA ☐	7/6/15	Corette A. Schreck	
	LEG: Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐	07/14/2015		
	County Comptroller	NIFS Approval ☑	07/9/15		8/1/15
7/16/15	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	7/16/15		

PR5254 (8/04)

Contract ID#:CQAT12000010

Department: County Attorney/County Executive

Contract Summary

Description: Amendment # 4 to outside counsel contract.

Purpose: To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment increases the maximum amount of the contract.

Method of Procurement: Contract amendment. See procurement history below.

Procurement History: The County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel. Pursuant to Amendment # 3, the hourly rates were again increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

Description of General Provisions: As described above

Impact on Funding / Price Analysis: $495,000.00

Change in Contract from Prior Procurement: N/A

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$495,000.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$495,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN 1100/DE502	$495,000.00
2		$
3		$
4	R. Ovuoto 7/3/15	$
5		$
6		$
	TOTAL	$495,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name Michael S. Cohen	Name	Date 7/6/15
Date 9/9/2015	Date 9/9/15	(For Office Use Only) E #:

PR5254 (8/04)

RULES RESOLUTION NO. 164 - 2015

E-13-2-15

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-13-15
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Pannone Lopes Devereaux & West, LLC (CLAT15000009)

CONTRACTOR ADDRESS: 81 Main Street, Suite 510, White Plains, New York 10601

FEDERAL TAX ID #: 113769678

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on May 11, 2012, and amended by amendment # 1 on February 13, 2013, amendment # 2 on June 7, 2013, and amendment # 3 on December 1, 2014. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County Executive's office selected the vendor from the prequalified panel of law firms established by the County Attorney's office and determined based on their review of the panel to be the most qualified to handle this matter. Additionally, the County Executive's office authorized the panel rate increase for the firm, which is still below some of the other firms on the panel. Pursuant to Amendment # 3, the hourly rates were again increased because of the specialized area of law involved that is necessary to continue to represent the County on this matter.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

6/24/2015

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

RULES RESOLUTION NO. – 2015

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND PANNONE LOPES DEVEREAUX & WEST, LLC

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Pannone Lopes Devereaux & West, LLC, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Pannone Lopes Devereaux & West, LLC.

AMENDMENT NO. 4

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Pannone Lopes Devereaux & West, LLC, having an office located at 81 Main Street, Suite 510, White Plains, New York 10601 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000010 between the County and Counsel, executed on behalf of the County on May 11, 2012, as amended by amendment one (1), County contract amendment number CLAT12000015 executed on behalf of the County on February 13, 2013, as amended by amendment two (2), County contract amendment number CLAT13000014 executed on behalf of the County on June 7, 2013, and as amended by amendment three (3), County contract amendment number CLAT14000030 executed on behalf of the County on December 1, 2014 (the "Original Agreement"), Counsel provides legal services to the County in connection with the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2011 until July 31, 2016, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Nine Hundred Twenty Thousand Dollars ($920,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount of the Original Agreement.

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

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Four Hundred Ninety-five Thousand Dollars ($495,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be One Million Four Hundred Fifteen Thousand Dollars ($1,415,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

PANNONE LOPES DEVEREAUX & WEST, LLC

By: _____
Name: Josh T. Meyer
Title: Partner
Date: June 19, 2015

NASSAU COUNTY

By: _____
Name: Carnell Foskey
Title: County Attorney
Date: June 24, 2015

NASSAU COUNTY

By: _____
Name: Chandy Rhodes
Title: County Executive
☑ Deputy County Executive
Date: 11/5/15

PLEASE EXECUTE IN BLUE INK

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

On the 19th day of June in the year 2015 before me personally came Josh J. Meyer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bergen; that he or she is the Partner of Pannone Lopes Devereaux & West LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ZACHARY KLEIN
Notary Public, State of New York
No. 01KL6179930
Qualified in New York County
Commission Expires ~~September 04, 2011~~ December 1, 2015

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

On the 24 day of JUNE in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2019

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

On the 5th day of November in the year 2015 before me personally came Charles Ribando 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

Notary Public, State of New York
No. [illegible]
Qualified in Nassau County
Commission Expires April 05, 2016

COUNTY OF NASSAU

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

1. Name of the Entity: Pannone Lopes Devereaux & West LLC

Address: 81 Main Street, Suite 510

City, State and Zip Code: White Plains, NY 10601

2. Entity's Vendor Identification Number: 11-3769678

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

X Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Gary R. Pannone, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Matthew A. Lopes, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William P. Devereaux, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William E. O'Gara, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Teno A. West, 81 Main Street, Suite 510, White Plains, NY 10601

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Gary R. Pannone, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Matthew A. Lopes, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William P. Devereaux, 317 Iron Horse Way, Suite 301, Providence, RI 02908

William E. O'Gara, 317 Iron Horse Way, Suite 301, Providence, RI 02908

Teno A. West, 81 Main Street, Suite 510, White Plains, NY 10601

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

None

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

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: November 24, 2015

Signed: Teno A. West

Print Name: Teno A. West

Title: Principal

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

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Pannone Lopes Devereaux & West, LLC (CLAT15000032)

2. Dollar amount requiring NIFA approval: $ 395,000.00

Amount to be encumbered: $ 395,000.00

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 08/01/2011-07/31/2016

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Counsel is continuing services as amendment is being sent for approvals

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

To represent the County with respect to the financing and development of the Nassau Coliseum and projects at the Nassau Hub and Mitchel Field. This amendment increases the maximum amount of the contract.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

-CLAT14000030, encumbered $100,000, max amount $395,000, encumbered on 11/03/2014; -CLAT15000033, to be encumbered and max amount $395,000, currently in approval process
-CQAT14000027, encumbered $.01, max amount $175,000, encumbered on 11/03/2014
-CLAT14000032, encumbered $.01, max amount $295,000, encumbered on 01/05/2015
-CLAT15000009, encumbered $100,000, max amount $495,000 (although only $100,000 approved by NIFA), encumbered on 09/09/2015

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 12/10/15

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

Contract ID#: CQSS16000001

Department: Social Services

E-26-16

Contract Details

SERVICE Non Secure Detention Center

NIFS ID #: CQSS16000001 NIFS Entry Date: 12/ 28 /15 Term: from 01/01/16 to 12/31/16

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name MercyFirst	Vendor ID# 111635089
Address 525 Convent Road Syosset, NY 11791	Contact Person Gerard McCaffery Email gmccaffery@mercyfirst.org
	Phone 516 921-0808 Fax 516 921-4542

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd& Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐	12/28/15		
	OMB	NIFS Approval ☐	12/31/15		Yes ☒ No ☐ Not required if blanket resolution
1/6/16	County Attorney	CA RE & Insurance Verification ☑	1/6/16		
1/6/16	County Attorney	CA Approval as to form ☑	1/6/16		
	Legislative Affairs	Fw'd Original Contract to CA ☐	1/6/16	Concetta A Petrucci	
	Rules ☐/ Leg. ☐	☐			Yes ☒ No ☐
	County Attorney	NIFS Approval ☐			
	Comptroller	NIFS Approval ☐			
1/15/16	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	1/15/16		

2016 JAN 15 P 12:10

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

PR5254 (8/04)

Contract ID#: CQSS16000001 Department: Social Services

Contract Summary

Description Non Secure Detention Center

Purpose: We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JD's). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed. *(New Contract.)*

Method of Procurement: Sole source provider. The MercyFirst Non-Secure Detention (NSD) facility is the only OCFS certified facility within Nassau County. NSD services are provided for the use of Family Court. Family Court refers youth; DSS contracts with and pays the provider. Family Court is pleased with the quality of services. The previous two NYS OCFS Detention Site Visits to review the program produced positive reports. OCFS commended the facility, services and staff. MercyFirst consistently receives satisfactory performance appraisal from DSS. MercyFirst is a good partner to DSS as they are flexible and accommodating. The cost is reasonable.

Procurement History: We have been using this vendor for many years.

Description of General Provisions: The vendor will maintain and reserve for the exclusive use of the County six (6) coed beds for the non-secure detention of eligible PINS and JD's. They will provide full time care for eligible children referred to their facility.

Impact on Funding / Price Analysis: State 49% County 51%

Change in Contract from Prior Procurement: No Change

G. Ferretti 1/6/16

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	68
Resp:	6800
Object:	ww818
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	$
County	$293,750.00
Federal	$
State	$281,750.00
Capital	$
Other	$
TOTAL	$ 575,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	WW818//SSGEN6800	$ 575,000.00
2		$
3		$
4		$
5		$
6	WW818//SSGEN6800	$
	TOTAL	$ 575,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/15/16
Date	Date	(For Office Use Only) E #:

126135

PR5254 (8/04)

E-26-16

RULES RESOLUTION NO. 26 – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND MERCYFIRST

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-26-16
VOTING:
ayes 4 nayes 0 abstained 3 recused 0
Legislators present: 7.

WHEREAS, the County has negotiated a personal services agreement with MercyFirst for the placement into non-secure detention of eligible Persons in Need of Supervision and Juvenile Delinquents, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

CQSS1600001

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: MercyFirst

CONTRACTORADDRESS: 525 Convent Road, Syosset, NY 11791

FEDERAL TAX ID #: 111635089

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

~~**II. ☐ The contractor was selected pursuant to a Request for Proposals.**~~
~~The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest ranking proposer was selected.~~

MK

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☒ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner. (SEE MEMO ATTACHED)

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12-28-15

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

126137

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

Contractor Evaluation Form

Contract Number: .....

Contract Name: MERCY FIRST NON SECURE DETENTION

Service Provided: .....

Evaluation Period: From: *January 1, 2015* **To:** *October 31, 2015*

Evaluator's Name, Title, Phone #: MARIA LAURIA

Date: .....

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					✓
b. Timeliness of Service					✓
c. Cost Effectiveness					✓
d. Responsiveness to DSS Requests					✓
e. Number of Complaints					✓
f. Problem Resolution					✓
Overall Performance Evaluation					✓

Do you recommend the contractor for future contracts? *Yes* *No*

If rated 3 or lower & Yes checked, please explain below:

_____

_____

_____

Definition of Quantitative Scale:

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors:

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understands and embraces service and program goals?
- Is positive feedback received from customers served and DSS staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stays on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to DSS Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
  - DSS staff?
  - Other Nassau County departments?
  - Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: December 28, 2015

Subject: MercyFirst (Non-Secure Detention Services)
New Contract 2016

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 10, 2015, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.
10099
126149

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: http://www.nassaucountyny.gov/

November 10, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: MercyFirst
Non-Secure Detention Services New 2016

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

Michael A. Kanowitz

Michael A. Kanowitz
Planning & Research

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792
125448

NON-SECURE DETENTION SERVICES AGREEMENT

THIS AGREEMENT, dated as of January 1, 2016, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindberg Blvd., Uniondale, New York 11553 (the "Department"), and (ii) mercyFirst, a not-for-profit corporation, having its principal office at 525 Convent Road, Syosset, NY 11791 (the "Contractor").

WITNESSETH:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

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

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

1. Term.

This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016 provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms under the same terms and conditions contained herein.

2. Definitions.

(a) Detention. Shall mean the temporary care and maintenance, away from the home, of children held pursuant to Article 3 or 7 of the Family Court Act; or held pending a hearing for alleged violation of the conditions of release from a school, center or youth center of the division; or held pending return to a jurisdiction other than the one in which the child is held; or held pending return from Absence Without Official Authorization ("AWOL"); or held pursuant to a securing order of a criminal court if the person named therein as principal is under the age of sixteen (16); or held pending transfer pursuant to sentence.

(b) Juvenile Detention Facility. Shall mean a facility certified by the New York State Division for Youth ("Division"), for the care of children detained in accordance with provisions of the Family Court Act, regulations of the Division, and the Criminal Procedure Law.

(1) No Juvenile Detention Facility shall be located in a building which is also used as an adult detention or jail facility.

(2) If a Juvenile Detention Facility is located on premises adjacent to an adult detention or jail facility, there must be total sight and sound separation between the facilities.

(3) A Juvenile Detention Facility shall not share program space with any other type of program or facility without the prior written consent of the Division and Department.

(c) Non-Secure Detention Facility ("NSD"). Shall mean a Juvenile Detention Facility characterized by the absence of physically restricting construction, hardware and procedures. A NSD may be a family boarding home, agency-operated boarding home, group care or institutional facility and nonresidential programs and services as defined herein.

(1) Non-secure detention family boarding care facility shall mean a family boarding home, certified by the Division, to provide care for one to six children, and operated in accordance with Title 9 NYCRR Part 180.

(2) Non-secure detention agency-operated boarding care facility shall mean a family-type home, certified by the Division, to provide care for one through six children, and operated in accordance with Title 9 NYCRR Part 180.

(3) Non-secure detention group care facility shall mean a facility, certified by the Division, to provide detention care for 7 through 12 children, and operated in accordance with Title 9 NYCRR Part 180.

(4) Non-secure detention institutional facility shall mean a facility, certified by the Division, to provide care for 13 or more children, operated in accordance with this Title 9 NYCRR Part 180.

(d) Holdover Facility. Shall mean a juvenile detention facility with physically restricting features within which care may be provided for not more than 48 hours

(e) Fixed Bed . Shall mean the New York State Office of Children and Family Services ("OCFS") approved and contractually established bed capacity set aside solely for the use of Nassau County on a Non-Decline Basis for all County eligible children, who have been referred from authorized sources. The Fixed Beds allocated for Nassau County shall be staffed and maintained in a state of readiness to accept referrals on a twenty-hour (24) a day, seven (7) day per week basis. Any change in the Fixed Bed Capacity must have the prior written approval of the Division and Department. As used in this section, "Non-Decline Basis" shall mean that the Contractor shall not refuse placement of any eligible Nassau County children referred by authorized sources.

(f) Temporary Care. Shall mean a period of not more than forty five (45) days.

(g) Resident(s). Children and youth ages ten (10) through seventeen (17) years with a finding or pending finding of being a Person in Need of Supervision ("PINS") or a Juvenile Delinquent ("JD"), and ordered to detention by a Family Court ("Court") Judge or apprehended on a PINS/JD warrant. Individuals may be over seventeen (17) years old when the Court has continued its jurisdiction.

3. Regulatory Requirements/Compliance

At all times Contractor shall:

(a) Comply with all applicable New York State statutes, OCFS rules and regulations, the rules and regulations of any other Federal or State governmental agencies having jurisdiction over the operation of NSDs and the care of persons placed therein, including but not limited to New York State Family Court Act, New York State Executive Law Article 19-G, Title 9 New York Codes, Rules and Regulations Part 180, Title 8 New York Codes, Rules and Regulations Part 116, and the rules and regulations of the New York State Education Department of Education.

(b) Be certified by OCFS to provide NSD services. Such operating certificate must be renewed and maintained continuously. Copies of the NSD facility operating certificate, OCFS inspection reports, and any corrective action plans shall be provided to the Department upon execution of this Agreement.

(c) The Contractor warrants that it has been certified by the New York State Office of Children & Family Services (OCFS) for receiving children charged as PINS or who have been adjudicated as JDs.

4. Program Model.

Contractor shall have in place an organizational/treatment program model ("Program Model") which shall address the various needs of the Residents, including but not limited to the medical, clinical and service needs of the Residents. Any such Program Model being implemented by Contractor shall comply with all applicable New York State statutory standards, OCFS rules and regulations and the Department's rules and regulations, including but not limited to OCFS Informational Letter 05-OCFS-INF-01. Upon execution of this Agreement, Contractor shall provide the Department with copies of OCFS' certification and/or approval of Contractor's Program Model.

5. Services.

The Services to be provided by the Contractor under this Agreement (the "Services") shall be as follows:

(a) Maintain six (6) co-ed Fixed Beds for the non-secure detention of Residents. The NSD shall be located at 87 Shell Street, East Massapequa, NY 11787.

(b) Provide full-time care and maintenance for male Residents referred to Contractor for non-secure detention. Care and maintenance shall include, but shall not be limited to:

(1) Care and maintenance services customarily associated with out-of-home care, including: appropriate sleeping accommodations, well balanced diet, and supervision of Residents' health and personal hygiene.

(2) Supervision, attention and affection appropriate to age, the establishment of an emotional climate which encourages warm interpersonal relationships, trust, the development of sense of self-worth and self-discipline.

(3) Furnishing a modest amount of clothing to handle emergency clothing needs. Emergency clothing needs shall be defined as the items of clothing the Resident(s) reasonably needs depending on circumstances (e.g. during winter a Resident must have a winter coat). Contractor shall be responsible for informing parents of the Resident's clothing needs, which are generally to be provided by parents. Contractor shall prohibit Residents from having expensive jewelry, electronics or expensive clothing.

(4) Work with Residents to develop good personal hygiene practices. Contractor shall provide Residents with any hygiene articles not provided by families.

(c) When needed group the population by age.

(d) Maintain a capacity to accept eligible children detained, remanded, held or placed on an emergency basis, after Court hours, for all eligible children from authorized sources.

(e) Provide full-time care to eligible children referred to the group care facility in accordance with the rules and regulations of OCFS, the Department, all applicable New York State statutes, and the rules and regulations of all other governmental agencies having jurisdiction of the operation of non-secure group care facilities and the care of persons placed therein.

(f) Provide transportation for Residents to forensic evaluation appointments, court appointments, and medical appointments as part of full-time care.

(g) Comply with the following medical care requirements:

(1) An intake physical shall be administered pursuant to OCFS rules and regulations. Contractor within seventy-two (72) hours of intake shall cause a prompt health appraisal to be conducted upon each Resident. Contractor shall ensure the availability of psychiatric consultation services if necessary.

(2) Each Resident in continuous care for more than three (3) days shall have a complete physical examination, including a health appraisal, which shall be properly recorded.

(3) Any known extenuating medical condition(s) shall require an immediate assessment to be conducted by Contractor at the time of intake.

(4) The Contractor shall notify the Department immediately of any injury(ies) or illness(es) which may require hospitalization of any Resident. The Contractor shall use those medical services and providers approved and assigned by the Department except that in emergencies, the Contractor shall be allowed to use the best available facility, provider or services.

(5) The Contractor agrees to coordinate appointments for all routine intake or admission physical examinations, the expenses for which shall be reimbursed to the Contractor by the Department upon submission of properly documented claims.

(6) The Contractor agrees to coordinate appointments for required non-emergency medical services, the expenses for which shall be reimbursed to the Contractor by the Department upon submission of properly documented claims.

(7) The Contractor agrees to pay for the expenses of emergency medical services or in-hospital treatment directly to provider thereof, the expenses for which shall be reimbursed to the Contractor by the Department upon submission or properly documented claims.

(8) The Contractor shall be expected to procure the aforementioned medical services, as well as required non-emergency medical services, through local community based providers, the expenses of which shall be reimbursed by the Department. Contractor shall cooperate with the Department to maximize third party reimbursement for medical costs, including Medicaid and other health insurance.

(h) The Contractor shall comply, on a timely basis with requests by the designated representative of OCFS and/or the County for conformity to all applicable statutes, rules and regulations.

(i) Beds: Use, Revenues, Reimbursement Claims.

(1) The Contractor agrees that all Fixed Beds under this Agreement are reserved for the exclusive use of the County. Requests for use of any of the Fixed Beds reserved for the Department pursuant to this Agreement made from any source other than the Department shall be referred to the Department for its prior written approval. The Contractor shall not accept any PINS or JD youth from any non-County source prior to its request for and receipt of advance written approval from the Department. Failure to receive prior written approval from the Department shall result in a denial of reimbursement to the Contractor. In addition, Contractor agrees that the County shall be entitled to recover the following sums of money in the event it fails to receive prior written approval:

i. First occurrence: reimbursement of the used Fixed Bed per diem rate multiplied by the number of day(s) of non-Department bed use;

ii. Second occurrence: this Agreement shall be immediately terminated and Contractor shall reimburse the County pursuant to the rate specified in sub-section (1)i. above.

If receipt of prior written approval is impracticable during evening or weekend hours or an emergency circumstance, the Contractor shall obtain such written approval the next business day. Any request for reimbursement by Contractor for which prior written approval was not obtained by the following business day shall be denied.

This provision shall in no way be construed as a penalty clause nor shall it limit the County and/or the Department's remedies under this Agreement or the law.

(2) The Contractor acknowledges that the Department's decision to approve or disapprove said request for placement is at the Department's discretion, and is final and binding upon the Contractor.

(3) The Contractor will provide, on a monthly basis as an attachment to its payment-request voucher, a detailed census of all Residents in residence for each of the Fixed Beds and Excess Beds at the Facility, as set forth in Exhibits 1 and 2.

(4) The Contractor is responsible for obtaining payment of all fees for services from the non-County source in connection with the placement of any eligible non-County JD or PINS youth in any of the Fixed Beds or Excess Beds, and remitting such monies on a monthly basis to the Department. Such monies shall not be deducted by the Contractor as an offset from monthly payment-request vouchers, but must instead be remitted separately in accordance with Section 5 (i)(5) below.

(5) Any monies received by the Contractor from any non-County source(s) will be considered revenue. The Contractor must separately itemize, on a monthly basis, all revenue received from non-County sources for use of any of the Fixed Beds and/or Excess Beds in the Facility, accompanied by a detailed census report showing both the County and non-County sources of revenue. Such written itemization, which is subject to confirmation by the non-County source, must also include a line-item breakdown of each specific cost reimbursed by the non-County source, and must be attached to the monthly payment-request voucher. (For example, per diem payments by other Counties must be itemized to show exactly which expenses the rate includes.)

(6) All revenues generated for use of any of the Fixed Beds in the Facility must be separately reported as set forth herein, and may not be deducted by the Contractor as an offset from the payment-request voucher claim submitted by Contractor to the Department. Such revenue shall be remitted to the County separately in accordance with Section 5 (i) (5) above.

i. Under no instance will the County reimburse Contractor for costs under this Agreement that have been paid by or are payable by any non-County source, including but not limited to per diem fees for services earned by the Contractor. Any revenues received by Contractor that duplicate charges to the County shall be remitted to the County.

ii. Per diem fees. Per diem fees paid or payable to the Contractor by non-County sources are considered to be "all-inclusive," which means that such fees will be deemed to cover, among other costs, Facility operational expenses including, but not limited to, salaries and related fringe benefits, rental costs, and utilities. Therefore, any per diem fees paid or payable to Contractor by non-County sources for costs incurred for use of the Fixed beds shall be remitted to the County.

iii. Failure to remit non-County fees/revenues owing to the County in accordance with the above procedures will be deemed a material breach of the Agreement.

iv. Direct care expenses of non-County PINS and/or JDs utilizing any of the Fixed Beds in the Facility, including but not limited to transportation, food, medical costs, children's activities, and similar expenses, shall not be reimbursed by the County.

v. Any request for reimbursement that fails to comply with these procedures and limitations shall be denied.

iv. If the Contractor retains duplicate payment(s) from the County and any non-County source for any cost item under this Agreement, such will be considered a material breach and default of the Agreement, resulting in immediate termination of the Agreement for cause, and the County reserves its right to exercise any and all remedies available at law or in equity to resolve the matter.

(7) The Contractor shall ensure that the staff designated and furnished in the operation of its non-secure detention facility meet and possess all staffing requirements as defined by New York State Statute and all regulations of OCFS, including but not limited to, Juvenile Detention Facility Regulations Section 180.10, Non-Secure Detention Facility. The Contractor shall provide to the Department, within 30 days of contract submission, resumes for all proposed and continuing executive, administrative and program staff members, including their position title, area(s) of responsibility under this Agreement. The Contractor shall also identify, in writing and in advance of any promise of new or continued employment, any potential conflict(s) of interest that may exist with respect to both prospective and current employees (including management positions), such as family relationships between any employee(s) and among officers and/or board members, and provide a written plan satisfactory to the Department for how such conflict(s) will be resolved. Staff hired to perform services pursuant to this or any other Agreement with the County shall do so in strict compliance with any written position descriptions provided by the Department, and in accordance with all other procedures and provisions contained herein.

(8) The Contractor shall submit to the Department upon the final execution of this Agreement satisfactory proof of any and all licenses or certificates as may be required by the State of New York, or any of its departments, boards or agencies. Failure to acquire or maintain any such license or certificate shall be deemed a material breach of this Agreement.

(9) Contractor shall provide bi-lingual staff sufficient in number to provide effective communication and service delivery for non-English speaking clients.

(10) The Contractor shall notify the Department of all changes in its staff who are providing any Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors, and must also include reasons for the change along with a written statement describing the effect of the change on any County- funded contract, regardless of impact on per diem rates. Final advance written approval of such changes by the Department is required, and if it is not obtained, reimbursement to the Contractor may be denied.

(11) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel who have direct contact with Residents or any other Department clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Residents or Department clients.

(l) Contractor shall develop and coordinate appropriate recreational and cultural activities. There shall be at least two (2) hours of recreation each school day and four (4) hours each vacation day and weekend day. Contractor may make use of community resources in providing recreation for Resident(s) in care.

(m)Contractor shall ensure that Resident(s) are allowed access to religious services. Participation shall be entirely voluntary and program staff shall not insist that a Resident participate in any such services.

6. Casework Services

(a) Contractor shall develop a service plan consistent with its Program Model that identifies immediate medical, mental health, education, recreation and other service needs and describes short-term plans for addressing those needs. Such plans should be followed up by case reviews and team meetings.

(b) Arranging to provide for required services such as medical, education and other such services as required by this Agreement or applicable law shall be part of casework services. The case manager or social worker shall be responsible for visiting each Resident daily at least during the first week of each Resident's placement.

(c) Casework services shall address Resident adjustment to the detention setting as well as facilitating and maintaining family and community ties within the constraints of the legal system.

(d) Behavior reports, incident reports and Court notifications shall be in written form and shall be forwarded to the Court within two business days of occurrence with a copy to the Department.

(d) Contractor shall coordinate closely with Department staff in providing timely and objective information regarding enrolled children and their families in support of quality and efficacy of service planning and delivery and the facilitation of expeditious reintegration into the community.

7. Educational Services

(a) Contractor shall ensure the provision of educational services which are appropriate to each Resident's needs and which shall comply with any and all applicable New York State laws and regulations, including but not limited to Title 8 NYCRR Part 116.

(b) Contractor shall provide a minimum of three (3) hours of instruction per day.

(1) Each Resident shall receive educational services by qualified and duly licensed staff at the NSD. The maximum group size for classes shall be one (1) teacher per twelve (12) students.

(2) Contractor shall contact the Resident's home school district with a goal of developing an optimal education plan for the duration of the Resident's stay in detention.

8. Transportation

(a) Contractor shall be responsible for transporting each Resident in its care to the Resident's Court appearance (including escorting each Resident to the Court room), probation related activities, and all medical, health and mental health services of routine and emergency nature within or outside Nassau County.

(b) Contractor shall also transport any Resident remanded by the Court to the NSD.

(c) Contractor shall be responsible for providing all transportation resources (e.g. vehicles) and shall make available, at all times, adequate staff and vehicles to insure the timely pick-up and drop-off of each Resident.

9. Contractor Staff

(a) The number and qualifications of staff provided for the operation of the NSD shall meet and possess all requirements as defined by the rules and regulations of New York State, OCFS and Nassau County, including but not limited to requirements specified at Title 9 NYCRR Parts 180.8 and 180.10. Contractor shall assure that two (2) child care workers are awake and alert at

all times for each NSD having more than six (6) beds. Contractor's staff shall have the following additional qualifications:

(1) Possess appropriate experience and training as specified in Title 9 NYCRR Part 180.8.

(2) Casework services shall be provided by an experienced social worker. Social work staff shall either be a Certified Social Worker or shall be supervised by a Certified Social Worker.

(3) Education staff shall be certified or eligible for certification by the New York State Education Department. Education shall staff shall meet the personnel requirements set forth in Title 9 NYCRR 180.8.

(4) All staff employed by Contractor shall be subject to the screening and background requirement of the Child Abuse Preventions Act of 1985 and any amendments thereto as well as the personnel requirements set forth in the Nassau County Charter Article X Section 1007. New York State Central Register of Child Abuse and Maltreatment clearances shall be obtained prior to any employee commencing employment at the NSD. Contractor shall also conduct a health examination prior to hiring any potential employee and annual health examinations thereafter.

(5) Intake detention staff shall be trained in the legal aspects of detention admissions as well as in the evaluation of a child's potential need for referral to medical, psychiatric or other specialized services.

(6) Staff, whenever possible, shall reflect the gender and ethnic diversity of the NSD's population.

10. Payment.

(a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all Services provided under this Agreement (the "Maximum Amount") shall not exceed Five Hundred Seventy Five Thousand and 00/100 Dollars ($575,000.00) and shall be paid as follows:

DAILY COST PER USED FIXED BED:	$257.32
DAILY COST PER UNUSED FIXED BED:	$241.88

The parties agree that the Maximum Amount covers all Contractor costs necessary to carry out the promises and covenants contained in this Agreement. Under no circumstances shall the Contractor bill the County for anything above the Maximum Amount.

The full time care of Residents referred to the Contractor's group care facility for which reimbursement shall be available, shall be defined as the number of days during which any service is provided by the Contractor to each Resident placed in the Contractor's group care

facility, including the day of admission of the Resident but not the day of discharge of said Resident.

(i) It is further agreed by the Contractor that funds received by the Contractor from other sources for care provided by the Contractor under this Agreement shall be considered Revenue. The Revenue will be collected by the County monthly as an offset to the expenses incurred by the County. The Contractor shall submit to the Department on a monthly basis an accounting of all such funds received and expended. Failure to comply with this procedure will be considered a material breach of the Agreement.

(ii) It is further agreed by the Contractor that the full time care of eligible Residents referred to the Contractor's group care facility for which reimbursement shall be available, shall be defined as the number of days during which any service is provided by the Contractor to each eligible Resident placed in the Contractor's group care facility, including the day of admission of the eligible Resident but not the day of discharge of said Resident.

(iii) The use of County funds for payment of one time salary enhancements or bonuses is not permitted under this Agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and on a reimbursement basis and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, either by utilizing the County's printed form, to be supplied by the County, or another form approved by the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month by the tenth (10th) of the month. Payment claims must bear an original signature of an authorized official or staff member of the Contractor and be submitted to the Department.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) 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 County. The Contractor shall pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement, and must reimburse the County, on a monthly basis, for any revenues it receives from non-County sources.

(f) 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 County did not desire to receive such services.

11. Contract Monitoring.

The Department shall monitor the Contractor's provision of the Services. The Department will determine the methods, which it will utilize to monitor the Contractor's compliance with the Services requirement. Monitoring methods may include, but are not limited to, on-site reviews of Contractor's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system, or establishment of monthly Department-Contractor meetings wherein Contractor's required recordkeeping activities are reviewed by the Department. The Department shall designate at least one (1) Department staff member as liaison between the Department and Contractor. It is expressly agreed and understood by the parties, that this monitoring provision is a material part of this Agreement.

(a) Performance Standards. The Contractor shall comply with the following performance standards as follows:

(1) Eighty percent (80%) of all Residents will have health, psycho-social and education assessments completed within twenty-four (24) hours of admission.

(2) One hundred percent (100%) of the Residents residing for at least seventy-two (72) hours (three days) will have health, psycho-social and education assessments completed within seventy-two (72) hours of admission.

(3) Ninety-five percent (95%) of the Residents will be reported to the Department's NSD program liaison, and entered into the NYS Juvenile Detention Automation System ("JDAS"), within twenty-four (24) hours of admission. One hundred percent (100%) of the Residents admitted will be reported to the Department liaison and entered into JDAS within forty-eight (48) hours of admission.

(4) During the Residents' term of residency, eighty percent (80%) of the Residents admitted must show improvement in psycho-social deficits as identified in the individual service plan as measured by the Contractor's assessment process.

(b) Reporting. Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, shall be set up in a format approved by the Department.

(1) Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management, and the Department's NSD program liaison, a monthly report in a format approved by the Department enumerating the following:

i. For every Resident:

A. Date of admission, date of discharge, length of stay.
B. Date of completion of health, psycho-social and education assessments.
C. Date of submission of required Court reports, papers and memorandum.

ii. Number of health, psycho-social and education assessments completed.

iii. Number of Residents showing improvement in psycho-social deficits as identified in the individual service plan.

iv. Number of family contacts and family visits accomplished.

v. Number of youth AWOL during the month.

(2) Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management, and the Department's NSD program liaison monthly census reports in substantially same format as that of Exhibits "1" and "2" annexed hereto and made a part hereof.

(3) Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

(4) In the event Contractor fails and/or refuses to participate and assist the Department as provided herein, the Department may terminate this Agreement for Cause, as that term is defined below in paragraph 20.

12. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "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).

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

14. 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, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. 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.

(i) Board of Directors. All policy, financial, managerial, and programmatic decisions by the Contractor shall be made with the express, documented approval of the Contractor's Board of Directors. For purposes of this Agreement, acceptable documentation shall include written Board minutes of Board meetings attended by a quorum of voting-eligible Board members wherein the matter decided was approved by vote of the requisite majority of members.

(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, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Exhibit 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 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.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, comply with all State, local and federal laws, rules and regulations concerning the protection and disclosure of information relating to clients, including, but not limited to, Social Services Law Section 136 and 18 NYCRR 357, as amended, and any other provisions of the New York State Social Services Law and the regulations promulgated thereunder and all State and federal Laws concerning confidentiality of medical information. The Contractor shall execute any agreements required by the Department to protect such information.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

15. 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) Any vehicle(s) provided by Contract to transport Resident(s) shall be inspected for safety at least once a year.

The provisions of this section shall survive the termination of this Agreement.

16. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' 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.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

The provisions of this Section shall survive the termination of this Agreement.

17. 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" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) if operations under this Agreement include the use of owned, non-owned or hired vehicles, Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars ($1,000,000) each accident, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and which is acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) 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 Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

18. 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 County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

19. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County 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 commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the

Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(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, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(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 County did not desire to receive such services.

20. Accounting Procedures; Records. (a) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) In addition to any reports requested under Section 11 above, the Contractor shall also submit to the Department's liaison on a monthly basis, as required, the worksheets and forms attached hereto as Exhibits 1 and 2. All submissions shall be signed by the Executive Director, whose signature shall be notarized, and certified by the Contractor's Board of Trustees.

(c) The Contractor shall maintain all monies received from the County under this Agreement in an FDIC approved bank account. Such monies shall not be commingled with funds from any other source. No transactions to or from any non-County programs, grants, or other sources of revenue are permitted in the account to which reimbursements to Contractor are deposited pursuant to the Agreement.

(d) All funds received by the Contractor from sources other than the County and applied to the provision of Services provided under this Agreement shall be accounted for and maintained in an FDIC approved bank account established for this purpose.

(e) Within One Hundred and Eighty (180) days from the termination of this Agreement, the Contractor shall submit to the Department a financial statement for the calendar year, prepared in accordance with the Accounting Standards and accompanied by a report thereon from an independent certified public accountant, which report shall be based upon an examination conducted in accordance with Accounting Standards. Failure to timely comply will delay any reimbursements potentially owing to Contractor pursuant to the Agreement.

(f) Contractor will provide detailed schedules of the Contractor's revenues and all expenses and capital expenditures related to the repair, rehabilitation, operation and maintenance of the Facility. Such information shall be provided in a format approved by the County, and shall be reconciled to the basic financial statements and covered by an independent auditor's report.

(g) Failure to comply with the terms of this Section 20 shall be deemed a material breach of this Agreement.

21. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) 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.

22. 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.

23. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

24. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

25. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) This Agreement shall be deemed as drafted by the parties and shall not be construed against the County as drafter of the Agreement.

26. 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.

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

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

MERCYFIRST

By: _____
Name: Gerard McCaffery
Title: President/CEO
Date: 11-17-15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

124923

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

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

On the 17th day of November in the year 2015 before me personally came Gerard McCaffery 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 the President/CEO of MercyFirst, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Maureen A. Houston
NOTARY PUBLIC

MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

EXHIBIT 1
N.S.D. Census - Nassau County versus Out of County
Monthly Census & Revenue Attestation

	Nassau County Actual Census					Out of County	
Day of Month	Total # of Beds Occupied - Used			Unoccupied beds Per day		# Beds Used	# Nassau Beds Used
	Reserved	Overflow	Total			Total	Total
1		-					
2		-					
3		-					
4		-					
5		-					
6		-					
7		-					
8		-					
9		-					
10		-					
11		-					
12		-					
13		-					
14		-					
15		-					
16		-					
17		-					
18		-					
19		-					
20		-					
21		-					
22		-					
23		-					
24		-					
25		-					
26		-					
27		-					
28		-					
29		-					
30		-					
31		-					
Total Beds	-	-					

By signing, I attest this is the daily census of all youth, Nassau & out of county, placed at this facility:

Signature _____

Date _____

EXHIBIT 2
N.S.D. Census -Out of County Detail
Monthly Detail by Name & County

Name	Dates of Service	Total Days	County	Revenue Collected	Rate	Nassau Reserved Bed Used	# of Nassau Bed Days Used	Comments
Total		**0**		**$ -**			**0**	

Calculation of Revenue Due Nassau County
Total Bed Days Used
Occupied Per Diem Rate

Revenue Due to Nassau

By signing, I attest this is the Total Revenue Due Nassau from using Nassau reserved Beds:

Signature _____

Date _____

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 herein 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, for the purpose of 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.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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 good faith 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:

   Gerard McCaffery
   (Name)

   525 Convent Road, Syosset, NY 11791 (Address)

   (516) 921-0808 ext. 100
   (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 __X__ 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:

   _____

   _____

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ 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.

11-17-15
Dated

Signature of Chief Executive Officer

Gerard McCaffery
Name of Chief Executive Officer

Sworn to before me this

17th day of November, 2015.

Maureen A. Houston
Notary Public

MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as mercyFirst, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Gerard McCaffery, President/CEO
Corporate Title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services from January 1, 2016 through December 31,2016.

Officer Scott Gildea
Chair, Board of Trustees

Sworn to before me this 18th

day of November, 2015

Maureen A. Houston
Notary Public

MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

COUNTY OF NASSAU

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

1. Name of the Entity: MercyFirst

Address: 525 Convent Road

City, State and Zip Code: Syosset, NY 11791

2. Entity's Vendor Identification Number: 11-1635089

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp 501 c 3 - non-profit Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached list of members of Board of Trustees

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

MercyFirst is a 501 c 3 corporation

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

n/a

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

n/a

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

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

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

T The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 11-17-15 Signed: _____

Print Name: Gerard McCaffery

Title: President/CEO

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

Business History Form

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 11/17/15

1) Bidder's/Proposer's Legal Name: MercyFirst

2) Address of Place of Business: 525 Convent Road, Syosset, NY 11791

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : _____

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 021131909

5) Federal I.D. Number: 11-1635089

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ___ Other (Describe) 501 c 3 non-profit

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge._____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No _X_ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No _X_ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest: N/A

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

See attached Conflict of Interest Form - Board members are required to sign a Conflict of Interest Form annually.

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TRUSTEES AND OFFICERS CONFLICTS OF INTEREST POLICY

Purpose of Policy

The purpose of this policy is to protect the interests of MERCYFIRST when it is contemplating entering into a transaction or other business relationship that might, directly or indirectly, benefit the private or outside interests of one of MERCYFIRST's trustees or officers.

Conflicts of interest potentially place personal or outside interests at odds with the fundamental duty of loyalty owed by MERCYFIRST's officers and directors as fiduciaries of MERCYFIRST. The appearance of a conflict of interest can also damage MERCYFIRST's institutional credibility and MERCYFIRST's ability to fulfill its mission and programmatic goals. The Board of Trustees expects that trustees and officers will respect their obligations to act in the best interests of the MERCYFIRST in fulfilling its charitable mission.

Definitions

Conflict of Interest. "Conflict of Interest" means any Transaction involving MERCYFIRST and an Interested Person.

Interested Person. "Interested Person" means, with respect to any Transaction to which MERCYFIRST is a party, any of MERCYFIRST's trustees or officers if such person:

- Is a party to the Transaction;
- Is a director or officer of any other corporation, firm, association or other entity that is a party to the Transaction (or holds a position in such corporation, firm, association or other entity with responsibilities or powers similar to those of a director or officer); or
- Has a direct or indirect Substantial Financial Interest in such Transaction.

Substantial Financial Interest. A person has a "Substantial Financial Interest" in any corporation, firm, association or other entity if such person receives compensation (i.e., wages, fees, other direct or indirect remuneration, gifts or favors that are substantial in nature, etc.) from or has, directly or indirectly, through business, investment or Family, an aggregate beneficial equity interest of 10 percent or more in such corporation, firm, association or other entity.

Family. The "Family" of an individual shall include (i) such individual's parents, spouse, children, brothers and sisters, (ii) the parents, brothers and sisters of the individual's spouse and (iii) the spouses of the individual's parents, children, brothers and sisters.

Transaction. The term "Transaction" means any contract, investment, loan, lease, joint venture, or other business or financial arrangement, whether direct or indirect.

Statement of Policy

Per Se Conflicts of Interest

MERCYFIRST shall not make a loan to (i) any of MERCYFIRST's current trustees or officers; (ii) any corporation, firm, association or other entity in which any current trustee or officer is a director, officer or employee or holds a position in such corporation, firm, association or other entity with the responsibilities or powers similar to those of a director or officer; or (iii) any corporation, firm, association or other entity in which any trustee or officer has a direct or indirect Substantial Financial Interest.

The ordinary deposit of funds in a bank or the purchase by MERCYFIRST of bonds, debentures, or similar obligations of a type customarily sold in public offerings shall not be considered loans for purposes of this policy. In addition, notwithstanding the above prohibition, MERCYFIRST may make a loan to another not-for-profit corporation that is a "Type B" corporation under applicable New York State law, subject to the disclosure and approval requirements of this policy if such loan represents a Conflict of Interest.

Compensation Decisions

No trustee who receives compensation from MERCYFIRST for services shall vote on matters pertaining to such director's compensation.

Compensation to officers shall require the affirmative vote of a majority of the Board of Trustees, unless a higher proportion is set in the Certificate of Incorporation or By-laws.

Procedures in Other Conflict of Interest Cases

If any trustee or officer is an Interested Person in connection with any Transaction to which MERCYFIRST is a party, the trustee or officer must disclose in good faith to the Board any material facts relevant to why such Transaction may present a Conflict of Interest.

If the Board has been informed or is otherwise aware of a potential Conflict of Interest:

- Any Interested Person may make a presentation to the Board, but after making such presentation he or she shall leave the Board Meeting while the remaining Board members discuss the Transaction and the possible existence of a Conflict of Interest; and

- The remaining Board members shall decide if the Transaction presents a Conflict of Interest.

If the Interested Person is a trustee, such person may not be counted in determining the presence of a quorum for any vote concerning the existence of a Conflict of Interest. No Interested Person shall participate in, or use personal influence with regard to, the deliberations concerning the existence of a Conflict of Interest.

Following due deliberation pursuant to this policy, the Board may determine that a Transaction does not present a Conflict of Interest. In such cases the Board need take no further action prior to approving the Transaction, other than its usual procedures for approving Transactions.

If the Board determines that a Conflict of Interest exists, the Transaction may be authorized (a) by the Board of Trustees, but only by a vote sufficient to approve the Transaction without including the vote of any director that is an Interested Person; or (b) by the members of MERCYFIRST that are entitled to vote thereon, if any, by a vote sufficient to approve the Transaction.

Additional Guidelines for Officers, Trustee and Committee Members

Officers and trustees shall not use their position with MERCYFIRST to benefit the interests of a particular organization, constituency, or special interest group by any means, including but not limited to, providing information not available to potential transaction partners or grantees, lobbying on behalf of or serving as spokesperson to MERCYFIRST for an organization or interest group with which he or she is affiliated, or attempting to effect a positive decision for such organization or interest group through his or her position within MERCYFIRST.

Officers and trustees will maintain the confidentiality of all non-public information about MERCYFIRST of which they become aware. Officers and directors shall not use confidential information for any purpose other than as required to carry out their on behalf of the MercyFirst.

Records of Proceedings

The minutes of the Board and all Committee meetings shall contain:

- The names and positions of directors and officers who disclosed that they were Interested Persons or otherwise were found to be Interested Persons, a description of the nature of the relationship and/or Substantial Financial Interest which gave rise to such disclosure or identification, and a description of the Transaction at issue;

- The names of the directors who were present during the taking of the action to determine whether a Conflict of Interest was present, and the basis for there being a quorum for the taking of such action;

- The steps taken by the Board to determine whether a Conflict of Interest was present;

- The Board's decision as to whether a Conflict of Interest was present and the basis for such decision; and

- The Board's decision as to whether to proceed with the Transaction and the names of the persons who voted to approve the Transaction.

Annual Statements

Each trustee and officer shall annually sign a Disclosure and Affirmation Statement describing their relationships with outside parties.

Referral to Counsel

Questions regarding interpretation or application of this policy should be referred to MERCYFIRST's counsel for clarification.

Enforcement of Policy

If the Board has reasonable cause to believe that a trustee or officer has failed to make disclosure when there was a Conflict of Interest and such trustee or officer knew or should have known that there was a Conflict of Interest, the Board shall inform such trustee or officer of the basis for such belief and afford such trustee or officer an opportunity to explain the alleged failure to disclose. If, after receiving the response of such trustee or officer and making such further investigation as may be warranted in the circumstances, the Board determines that such trustee or officer has in fact failed to disclose a Conflict of Interest, it shall take appropriate disciplinary and corrective action. Failure to disclose a Conflict of Interest may constitute grounds for the director or trustee's removal from his or her position for cause.

Policy History

Approved by Board of Trustees

Date: September 19, 2012

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MERCYFIRST

Annual Trustees and Officers Disclosure and Affirmation Statement

Name: _____ Contact Address: _____
Position: _____ _____
_____

This Disclosure Statement is delivered in connection with the Trustees and Officers Conflicts of Interest Policy of AGENCY as currently in effect. Capitalized terms used, but not defined herein, shall have the same meaning herein as such policy.

1. Please list the name of all organizations (for-profit or not-for-profit) of which you are, or were within the 24 months prior to the date of this statement, a director, officer or trustee.

Name of Organization	**Position**

Attach additional sheets if necessary

2. Please list the name of all entities (for-profit corporations, general or limited partnerships, limited liability companies, business trusts, firms associations, etc.) in which you have a Substantial Financial Interest.

Name of Business Entity	**Nature of Interest**

Attached additional sheets if necessary

Identify any of the entities listed in sections 1 or 2 that, to the best of your knowledge, have previously provided, or are expected to provide, goods or services to MercyFirst:

_____
_____
_____

Attach Additional Sheets if Necessary

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AFFIRMATION: I hereby affirm that (i) I have received a copy of MercyFirst's Trustees and Officers Conflicts of Interest Policy, (ii) I have read and understand such policy, (iii) I have agreed to comply with such policy and (iv) the information contained herein is, to the best of my knowledge, accurate and complete.

_____
Signature

_____
Date

MAIL TO: Adam Eggers, Esq.
VP for Policy, Performance and Research
MercyFirst
525 Convent Road, Syosset, NY 11791

Responses are due by October 1 of each year.

Attachments to Business History Form

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

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. See Attached

Should the bidder/proposer be other than an individual, the bid/proposal should include:

i) Date of formation; 1894

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; N/A

iii) Name, address and position of all officers and directors of the company; See Attached

iv) State of incorporation (if applicable); New York

v) The number of employees in the firm; 584

vi) Annual revenue of firm; 48mm

vii) Summary of relevant accomplishments See Attached

viii) Copies of all state and local licenses and permits. See Attached

B. Indicate number of years in business. 121 Years

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services. Previously submitted in last RFP.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Suffolk Dept of Social Services

Contact Person Dennis Nowak

Address 3455 Veteran's Memorial Hgwy

City/State Ronkonkoma, NY 11779

Telephone 631-854-9431

Fax #

E-Mail Address Dennis.Nowak@dfa.state.ny.us

Company Administration For Children's Services

Contact Person Jacqueline McKnight

Address 150 William Street

City/State New York, NY 10038

Telephone 212-341-8934

Fax #

E-Mail Address Jacqueline.McKnight@acs.nyc.gov

Company Office of Refugee Resettlement

Contact Person Anna Corio

Address 901 D Street SW, 7th FL East

City/State Washington, D.C.

Telephone 202-401-5614

Fax #

E-Mail Address Anna.Corio@acf.hhs.gov

Organizational Qualifications, Capability and Experiences

MercyFirst is a private, non-profit, non-sectarian corporation with programs licensed by the New York State Office of Children and Family Services (OCFS) and the New York State Office of Mental Health (OMH). We serve children from Nassau and Suffolk Counties and the five boroughs of New York City without regard to race, ethnicity, religion or sexual orientation.

MercyFirst was formed in 2003 from the merger of Angel Guardian and St. Mary's Children and Family Services, both agencies that were founded by the Sisters of Mercy in the late 1800's. Through these two agencies, MercyFirst has a long and rich history of providing residential and community-based care and services to children in need. Initially, MercyFirst served as an orphanage but over its long history, as needs have changed; it evolved into a comprehensive service provider addressing the emotional and physical needs of children and adolescents who face such problems as child abuse, domestic violence, emotional disturbance, substance abuse, homelessness and poverty.

Through a variety of programs and comprehensive services, MercyFirst offers a safe haven for children, while working in a family-focused approach. MercyFirst provides specialized residential treatment services on our Syosset campus to 122 adolescents (male and female); 8 community-based group home settings in Nassau, Suffolk, Brooklyn and Queens, as well as caring for almost 600 foster children in foster boarding homes in Queens and Brooklyn. MercyFirst has provided a Non-Secure Detention Program for Nassau County for 30+ years. The agency also provides preventive services to over 525 families every day in Nassau, Queens and Brooklyn and two after school programs. With almost 600 employees working out of 15 different locations and an annual budget of $45 million, the agency works with over 4,000 children and their families each year. The agency is accredited by the national Council on Accreditation (COA).

Over the past three years, MercyFirst has implemented the Sanctuary® Organizational Model through a grant from the New York State Office of Children and Family Services. This organizational model was developed by the Andrus Children's Center based in Westchester County to address the trauma history experienced by most children entering residential care. Sanctuary trains staff to interact with children and families from a trauma-informed perspective. Regardless of the reason for placement, all children placed with MercyFirst have undergone trauma related to abuse and neglect and separation from their families. By understanding the psycho-biological impact that trauma has on children, staff are better able to understand their behaviors and work with them from the perspective that these behaviors are symptoms of their trauma. Sanctuary also empowers staff to bring forward ideas and suggestions to make better programmatic decisions. We view our staff as leaders who can develop and provide innovative and flexible services and approaches that truly meet the needs of children in our care. The use of this model has documented that it helps reduce staff turnover and AWOLS, and the need to use physical restraint. Sanctuary is currently used in our existing NSD program and will continue if we are selected to expand this program as proposed. In December 2009, MercyFirst became the largest social service agency in the country to earn Sanctuary® Certification.

MercyFirst Residential Care Philosophy:

MercyFirst residential programs provide a comprehensive set of treatment and support services which are delivered in a setting that provides supervision and safety for each child. MercyFirst believes that residential care is a valuable treatment alternative in a continuum of services which should be carefully considered when:

- A child or youth has needs and past experiences that call for a structured therapeutic environment and consistent interactions with adults, which cannot be supported in a family setting.
- A child or youth requires an integrated concentration of various support services not available in a family setting such as counseling, medical, educational and recreational.

- A child or youth's behavior jeopardizes his/her safety

MercyFirst believes that while the family or home environment remains the best environment in which to raise a child, there will always be children and youth whose complex needs can only be safely and appropriately addressed in a comprehensive program available in residential care.

MercyFirst is committed to provide strength-based residential treatment and programming with ongoing evaluation and quality improvement throughout every program of the agency. A key component of our strength based approach is developing a strong partnership with the parents of the youth and respecting their knowledge of their children's needs.

All residential services are delivered in a multidisciplinary approach that is planned, integrated, and tailored to the specific strengths of the youth and their families. Upon admission each youth and family receives strength based assessments to develop a comprehensive course of treatment for the youth and family.

Primary goals of treatment in residential care are to ensure the safety, permanency and well-being for each youth so that they may develop developmentally, educationally, morally and spiritually to their fullest potential.

Successful outcomes include but are not limited to a reduction of high-risk behaviors, improvement in the attainment of developmental milestones, improved behavioral and pro-social choices, and the capability to function well in a family and community setting. Our treatment approach is strength based and family focused utilizing an agency-youth-family-community approach to promote the opportunity for long-lasting change both in the community and into adulthood.

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BOARD OF TRUSTEES
2015 – 2016

NAME AND ADDRESS	POSITION
1. Mr. John B. Allen [redacted]	Trustee
2. Sr. Sheila Browne, RSM [redacted]	Trustee
3. Ms. Christine Canariato [redacted]	Trustee
4. Sr. Catherine Crumlish, RSM [redacted]	Trustee
5. Mrs. Marie D'Amato-Rizzi [redacted]	Trustee
6. Mr. Stephen Davy [redacted]	**Secretary**
7. Sr. Ivette V. Diaz, RSM [redacted]	Trustee
8. Mr. Scott Gildea [redacted]	**Chair**
9. Mr. Brian J. Hecker [redacted]	Trustee
10. Sr. Maureen Jessnik, RSM [redacted]	Trustee
11. Mr. William K. Lavin [redacted]	Trustee

NAME AND ADDRESS	POSITION
12. Ms. Rhonda Maco [redacted]	Trustee
13. Mr. John J. McCabe [redacted]	Trustee
14. Mr. Patrick F. McCarthy [redacted]	**Vice Chair**
15. Mr. Marc McKenzie [redacted]	Trustee
16. Mr. Kevin J. Shine [redacted]	Trustee
17. Leonard Stekol [redacted]	Trustee
18. Mr. Harold Thomas [redacted]	**Treasurer**
19. Mr. Paul Travers [redacted]	Trustee
20. Sr. Patricia Wolf, RSM [redacted]	**Vice Chair**

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 12th day of March, 2015 to mercyFirst

To operate a(n)	102-Bed Institution
To be known as	mercyFirst
Located at	525 Convent Road Syosset, NY 11791

In accordance with the regulations promulgated and adopted by the Office of Children and Family Service, except as otherwise limited by Federal Office of Refugee Resettlement (ORR) Regulations.
Programs authorized by this operating certificate:
Institution

Agency ID:	Number(s)	
B07	RID 1898/VID 00A02173 B	8 Reg Beds
	RID 20049445/VID 00A09653 B7	16 s/o beds
	RID 20917075/VID 00A10309	24 bed UAC ORR Cottage * (for the exclusive care of undocumented alien children)
	RID 20082062/VID 00A09699 B8	44 HTP
	RID 20913088/VID 00A10297	10 JD Girls Beds

*Program operated under jurisdiction of the US DHHS ORR

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 12th day of March, 2015.

Laura M. Velez
Deputy Commissioner
New York State
Office of Children and Family Services

Office of Children and Family Services

Operating Certificate of a program operated at the jurisdiction of the United States Department of Health and Human Services Office of Refugee Resettlement

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 31st **day of March,** 2015 **to** MercyFirst.

To operate a(n)	12 – Bed Group Home
To be known as	MercyFirst – Baywood UAC mo/ch GH
Located at	1511 Potters Blvd. Bayshore, NY 11705

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services, as limited by Federal Office of Refugee Resettlement Regulations. Programs authorized by this operating certificate:

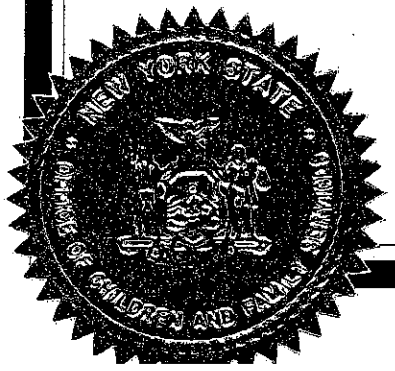
Group Home **for the exclusive care of Unaccompanied Alien Children**

Agency Code:	Number(s)
B07	**RID 20082061**
	VID 00A09700

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 31st **day of March,** 2015.

Laura M. Velez

Deputy Commissioner
New York State
Office of Children and Family Services



NEW YORK STATE

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 9th day of January, 2014 to mercyFirst

To operate a(n)	8-Bed HTP Group Home
To be known as	Brentwood Group Home
Located at	17 Grouse Drive Brentwood, NY 11717

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:

Group Home

Agency ID:
B07

Number(s)
RID 172453
VID 00A09589 D1
Females 12 – 18 years

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 9th day of January, 2014.

Laura M. Velez

Deputy Commissioner
New York State
Office of Children and Family Services

NEW YORK STATE

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 6th day of April, 2011 to mercyFirst

To operate a(n)	8-Bed Group Home
To be known as	Brightwaters Group Home
Located at	556 Manatuck Boulevard Brightwaters, NY 11718

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Group Home

Agency ID:
B06

Number(s)
RID 20082060
VID 00A09701 D
Ages served Females 13-21 years

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 12th day of July, 2011.

Associate Commissioner
New York State
Office of Children and Family Services

NEW YORK STATE

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 22nd day of June, 2006 to mercyFirst

To operate a(n)	6-Bed Agency Boarding Home
To be known as	mercyFirst Deer Park Agency Boarding Home
Located at	30 Fillmore Avenue Deer Park, NY 11729

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Agency Boarding Home

Agency Code:	Number(s)
	RID 20305427
B07	VID 00A09981 A

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 22nd day of June, 2006.

New York State
Office of Children and Family Services

STATE OF NEW YORK
OFFICE OF CHILDREN AND FAMILY SERVICES
Bureau of Juvenile Detention Services

OPERATING CERTIFICATE

FACILITY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
ID: 2-4-87 813	10/01/2015	9/30/2016

Operating Agency: **MercyFirst**

Facility: **MercyFirst**
Non-Secure Detention
Agency Operating Boarding Home

Location: **87 Shell Street**
East Massapequa, New York 11758

County: **Nassau**

This is to certify that the above named is hereby authorized by the Office of Children and Family Services, pursuant to Section 503 of Article 19-G of the Executive Law, to accept and care for 6 children, held in accordance with Articles 3 and 7 of the Family Court Act and Section 510.15 of the Criminal Procedures Law, and the Regulations of the Office of Children and Family Services, 9 NYCRR Part 180.

Associate Commissioner
Bureau of Juvenile Detention Services

Daniel F. Maxwell

Director
Bureau of Juvenile Detention Services

NOTE: This certificate is the property of the Office of Children and Family Services, and must be returned to the Bureau of Juvenile Detention Services when the facility is closed.

NEW YORK STATE

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 26th **day of September,** 2014 **to MercyFirst**

To operate a(n)	6-Bed Agency Boarding Home
To be known as	Mercyfirst Manning Agency Boarding Home
Located at	142-29 Rockaway Blvd. South Ozone Park, NY 11436

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:

Agency Boarding Home

Agency ID:	**Number(s)**
B07	**RID 20138442** **VID 00A09854 A**

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 26th **day of September,** 2014.

Laura M. Velez

Deputy Commissioner
New York State
Office of Children and Family Services

NEW YORK STATE

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 16th day of November, 2006 to mercyFirst

To operate a(n)	6-Bed Agency Boarding Home
To be known as	MercyFirst McAuley Residence
Located at	4416 Snyder Avenue Brooklyn, NY 11203

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Agency Boarding Home

Agency Code:	Number(s)
B07	RID 20138434/VID 00A09856 A

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 16th day of November, 2006.

Christine L. Heywood

New York State
Office of Children and Family Services

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **April 1, 2015**

to: **MercyFirst**

to operate a: **Licensed Housing Program for Children and Adolescents Children & Youth Community Residence Program**

to be known as: **Merrick House**

located at: **2421 Babylon Turnpike**
Merrick, NY 11566 - 4206

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

****

Community Residence with a certified capacity of Eight (8) beds

****

In witness whereof, I have hereunto set my hand on **March 20, 2015**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **March 31, 2017**
Operating Certificate Number: **7827001**

New York State
Office of Mental Health

Operating Certificate

Inpatient Psychiatric Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **October 1, 2014**

to: MercyFirst

to operate a: Residential Treatment Facility Program

to be known as: McKeown House RTF

located at: 525 Convent Road
Syosset, NY 11791-3868

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

****

Residential treatment facility for Adolescents, Children with a certified capacity of Fourteen (14) beds

****

In witness whereof, I have hereunto set my hand on September 25, 2014

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **March 31, 2016**
Operating Certificate Number: **7827040**

NEW YORK STATE | Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 25th **day of March,** 2015 **to MercyFirst**

To operate a(n)	6-Bed Agency Boarding Home
To be known as	Mercyfirst St. Albans mo/ch Agency Boarding Home
Located at	114-58 175th St St. Albans, NY 11434

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Agency Boarding Home

Agency ID:	Number(s)
B07	RID 20923571
	VID 00A10320 A

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 25th **day of March,** 2015.

Laura M. Velez

Deputy Commissioner
New York State
Office of Children and Family Services

NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES

Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 4th day of June, 2015 to mercyFirst

To operate a(n)	12-Bed HTP Group Home
To be known as	Virginia Residence Group Home
Located at	261 9th Street Brooklyn, NY 11215

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Group Home

Agency ID:
B07

Number(s)
RID 20925088
VID 00A10322
Males & Females 14- 20 years

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 4th day of June, 2015.

Laura M. Velez

Deputy Commissioner
New York State
Office of Children and Family Services

CERTIFICATION

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

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

Sworn to before me this 17th day of November 2015

Maureen A. Houston
Notary Public

MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

Name of submitting business: MercyFirst

By: Gerard McCaffery
Print name

Signature

President/CEO
Title

11 / 17 / 15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Gerard McCaffery

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 525 Convent Road

   City/state/zip Syosset, NY 11791

   Telephone 516-921-0808 ext. 100

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other) President/CEO 2/1/06

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 17th day of November 2015

Maureen A. Houston
Notary Public

MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

MercyFirst
Name of submitting business

Gerard McCaffery
Print name

Signature

President/CEO
Title

11 / 17 / 15
Date

MercyFirst
hope is unstoppable

2015-16 BOARD OF TRUSTEES

OFFICERS

Mr. Scott Gildea (B)
Chair
(1st Term 2014-16)

Mr. Patrick McCarthy (B)
Vice Chair
(1st Term 2014-16)

Sr. Patricia Wolf, RSM (B)
Vice Chair
(1st Term 2014-16)

Mr. Harold Thomas (C)
Treasurer
(1st Term 2014-16)

Mr. Stephen Davy (C)
Secretary
(1st Term 2014-16)

BOARD MEMBERS

Mr. John B. Allen (B)
Sr. Sheila Browne, RSM (B)
Ms. Christine Canariato (A)
Sr. Catherine Crumlish, RSM (A)
Mrs. Marie D'Amato-Rizzi (B)
Sr. Ivette V. Diaz, RSM (A)
Mr. Brian J. Hecker (A)
Sr. Maureen Jessnik, RSM (B)
Mr. William K. Lavin (C)
Mrs. Rhonda Maco (B)
Mr. John J. McCabe (C)
Mr. Marc McKenzie (B)
Mr. Kevin Shine (A)
Mr. Leonard Stekol (A)
Mr. Paul Travers (A)

Gerard McCaffery
President/CEO

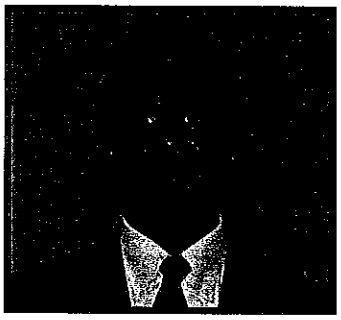
Class A: 2014-17
Class B: 2015-18
Class C: 2013-16

(revised 8-5-15)

HOME		BUSINESS
Mr. John B. Allen [redacted] Tel: [redacted] E-Mail: john@whartonballen.com		**President** **Wharton B. Allen Agency, Inc.** **348 Main Street** **Farmingdale, NY 11735-0400** **Tel: (516) 249-6660** **Fax: (516) 249-6680** **E-Mail:** john@whartonballen.com
Sr. Sheila Browne [redacted] **Tel:** [redacted] **E-Mail:** [redacted]		Manager Mercy Villa Watermill, NY 11976 Tel: Fax: E-Mail: scbrowne@aol.com
Ms. Christine Canariato [redacted] **Tel:** [redacted] E-Mail: ccanariato@spredfast.com		Sales Director Spredfast Tel: 917-767-8009 Fax: E-Mail: ccanariato@spredfast.com
Sr. Catherine Crumlish [redacted] **Tel:** [redacted]		Executive Director Mercy Home for Children 273 Willoughby Avenue Brooklyn, NY 11205 Tel: (718) 832-1075 EXT. 14 Fax: (718) 832-7612 E-Mail: SRKAY@mercyhomeny.org
Mrs. Marie D'Amato-Rizzi [redacted] **Tel:** [redacted] **Fax: (631) 692-9117** **E-Mail:** [redacted]		Retired Bank Executive

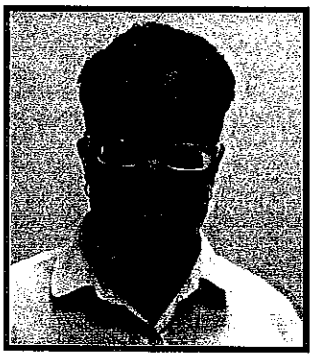
NOTE: Send correspondence to **BOLDED** address

HOME
Mr. Stephen Davy
[redacted]
Tel: [redacted]
E-Mail: [redacted]



BUSINESS
Managing Director
Newedge Group Inc.
630 5th Avenue
New York, NY 10011
Tel: (646) 557-7847
Fax:
E-Mail: sdavy@optonline.net

Sr. Ivette V. Diaz
[redacted]
Tel: [redacted]
E-mail:
IDiaz@mercymidatlantic.org



Program Manager
Catholic Health East/Global
Health Ministry
3805 West Chester Pike
Suite 100
Newtown Square, PA 19073
Tel: (610) 355-2042
Fax:
E-Mail: IDiaz@che.org

Mr. Scott Gildea
[redacted]
Tel: [redacted]
Fax: (516) 367-4557
E-Mail: sgildea@gi-cpas.com

Partner, CPA
GILDEA & IVANIS LLP
535 Fifth Avenue, 30th Floor
New York, NY 10017
Tel: (212) 869-5700 X 313
Fax: (212) 869-9556
E-Mail: sgildea@gi-cpas.com

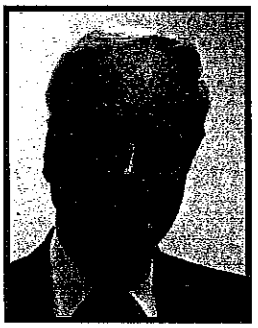
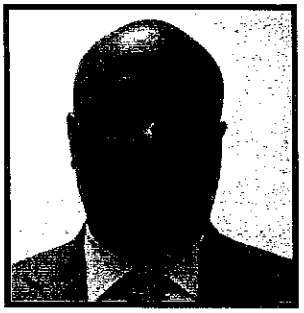
Mr. Brian J. Hecker
[redacted]
Tel: (917) 733-6069
E-Mail: bhecker@inbox.com

Partner
Crowe Horwath LLP
488 Madison Ave, Floor 3
New York, NY 10022
Tel: (212) 572-5518
Fax: (212) 572-5572
E-Mail:
brian.hecker@crowehorwath.com

Sr. Maureen Jessnik
[redacted]
Tel: [redacted]
E-Mail: mjessrsm@optonline.net

Pastoral Associate
St. Michael Parish
136-76 41st Avenue
Flushing, NY 11355
Tel: (718) 961-0295
Fax: (718) 961-1403
E-Mail: mjessrsm@optonline.net

NOTE: Send correspondence to **BOLDED** address

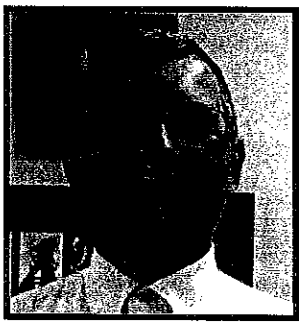
HOME		BUSINESS
Mr. William K. Lavin [redacted] Tel: [redacted] Fax: (718) 318-6512 E-Mail: [redacted]		Retired, Business Executive
Mrs. Rhonda L. Maco [redacted] Tel: [redacted] E-Mail: rlilawyer@msn.com		**Owner/Attorney-at-Law** **Law Offices of Rhonda L. Maco** **1225 Franklin Avenue, Suite 325** **Garden City, NY 11530** **Tel: (516) 512-8972** **Fax: (516) 512-8973** **E-Mail: rmaco@macolaw.com**
Mr. John J. McCabe [redacted] **Tel:** [redacted] E-Mail: Jmccabe@shay.com		SVP/Chief Investment Strategist Shay Assets Management, Inc. 675 Third Avenue, Suite 1130 New York, NY 10017 Tel: (212) 573-9355 Fax: (212) 573-9440 E-Mail: Jmccabe@shay.com
Mr. Patrick F. McCarthy [redacted] **Tel:** [redacted] **E-Mail:** PFMcCar@US.IBM.com		Client Unit Executive IBM Corporation 11 Madison Avenue New York, NY 10010 Tel: (917) 472-3441 Fax: E-Mail: PFMcCar@US.IBM.com
Mr. Marc McKenzie [redacted] **E-Mail: marc.mckenzie@db.com**		Attorney/Managing Director Deutsche Bank 60 Wall Street New York, NY 10005 Tel: (212) 250-5288 Fax: E-Mail: marc.mckenzie@db.com

NOTE: Send correspondence to **BOLDED** address

HOME
Mr. Kevin J. Shine
[redacted]
Fax: [redacted]
E-Mail: [redacted]

BUSINESS
Senior Vice President
Verizon IT
One Verizon Way
Office: VC12E009
Basking Ridge, NJ 07920
Tel: 908-559-4700
E-Mail: kjshine62@gmail.com

Mr. Leonard Stekol
[redacted]
Tel: [redacted]
E-Mail: [redacted]

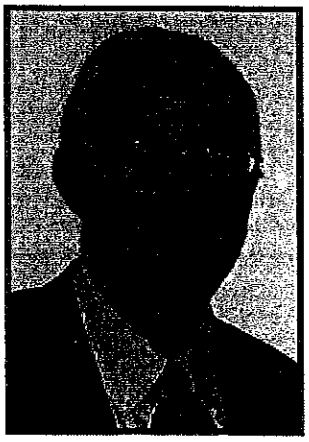


Executive Vice President and Chief Financial Officer
Ridgewood Savings Bank
71-02 Forest Avenue
Ridgewood, NY 11385
Tel: (718) 240-4702
Fax: (718) 240-4982
E-Mail: *lstekol@ridgewoodbank.com*

Mr. Harold Thomas
[redacted]
Tel: [redacted]
E-Mail:
harold.thomas@us.schroders.com

Credit Analyst
Schroder Investment Management
875 Third Avenue, 22nd Floor
New York, NY 10022-6225
Tel: (212) 641-3982
Fax: (212) 641-3985
E-Mail:
harold.thomas@us.schroders.com

Mr. Paul Travers
[redacted]
Tel: [redacted]
ptravers@onexcredit.com



Portfolio Manager
Onex Credit Partners LLC
910 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel: (201) 541-2142
Fax:
E-Mail: ptravers@onexcredit.com

NOTE: Send correspondence to **BOLDED** address

HOME
Sr. Patricia Wolf
[redacted]

BUSINESS
President
St. Catharine Academy
2250 Williamsbridge Road
Bronx, NY 10469
Tel: (914) 328-3200 ext. 410
Fax: (914) 328-3761
E-Mail: srpwolf@optonline.net

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gerard McCaffery, President/CEO
Name and Title of Authorized Representative

m/d/yy

Signature

11-17-15
Date

MercyFirst
Name of Organization

525 Convent Road, Syosset, NY 11791
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CQSS1600000I

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: MercyFirst

2. Dollar amount requiring NIFA approval: $ 575,000.00

Amount to be encumbered: $ 575,000.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 01/01/16 to 12/31/16

Has work or services on this contract commenced? ✓ Yes ___ No

If yes, please explain: Ongoing mandated services.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % 0
State % 49
County % 51

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ✓ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ✓ N/A

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

We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JD's). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CLSS15000022 $575,000.00
CLSS15000040 $.01 Paid under Blanket Encumbrance CUSS15000002

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Rosemann Bellen 1/4/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

Contract ID#: S35114-12C

CFPW15000059

Department: Public Works

CF (Capital)

E-27-16 CF R27

Contract Details

NIFS ID #: CFPW15000059 NIFS Entry Date: 12/23/15 SERVICE: Term: from Execution to 24 months

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name **H2M Architects + Engineers**	Vendor ID# **112235604**
Address **538 Broad Hollow Road, 4th Fl. East Melville, NY 11747**	Contact Person **Frank Russo**
	Phone **631-756-8000**

County Department
Department Contact **Joseph L. Davenport** **Chief Sanitary Engineer**
Address **3340 Merrick Road Wantagh, NY 11793**
Phone **516-571-7508**

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐	12/23/15		
	DPW (Capital Only)	CF Capital Fund Approval ☐	12/28/15		
	OMB	NIFS Approval ☐	12/29/15		Yes ☐ No ☐ Not required if Blanket Res
1/7/16	County Attorney	CA RE & Insurance Verification ☑	1/7/16		
1/7/16	County Attorney	CA Approval as to form ☑	1/7/16		Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	1/14/16	Concetta A Lebrecce	
	Rules ☐/ Leg. ☐	☐			
	County Attorney	NIFS Approval ☐			
	Comptroller	NIFS Approval ☐			
1/15/16	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	1/15/16		

CLERK'S OFFICE RECEIVED 2016 JAN 15 PM 3:57 LEGISLATURE

Contract ID#: S35114-12C

Department: Public Works

Contract Summary

Description: Professional Services Agreement with the environmental consulting firm H2M Architects + Engineers

Purpose: Procurement of detailed design services addressing replacement of the entire steel sheet marine bulkhead at the Glen Cove WTP. The existing marine bulkhead shows extensive deterioration beyond repair, which jeopardizes the structural stability of the retained embankment and, in turn, the plant's outfall chamber.

Method of Procurement: Request for proposals (RFP) dated July 17, 2015.

Procurement History: RFP documents were placed on the County website for the subject work. Ten (10) firms responded with technical and cost proposals on Aug. 14, 2015. H2M was selected as the highest technically rated firm with the cost proposal that offers the best value.

Description of General Provisions: This contract covers the development of a Technical Design Report (which establishes design concepts), followed by a detailed design to include preparation of biddable and constructible contract documents. This will be followed by construction-related services which encompass product submittal reviews, coordination of job progress, operation and maintenance manual(s), facility start-up, staffing and training and final certification following successful project completion.

Impact on Funding / Price Analysis: Funding is made available from Capital Project 35114.

Change in Contract from Prior Procurement: None

Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	CSW
Control:	35
Resp:	1142
Object:	000
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	$
County	$
Federal	$
State	$
Capital	$117,520
Other	$
TOTAL	$ 117,520

LINE	INDEX/OBJECT CODE	AMOUNT
1	PW CSW CSW/00002	$ 117,520
2		$
3		$
4		$
5		$
6		$
	TOTAL	$ 117,520

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Thomas A. Immerso, Sanitary Engineer II

Date: Dec. 18, 2015

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/15/16
Date	Date	(For Office Use Only)

E #:

E-27-16

RULES RESOLUTION NO. 27- 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND H2M ARCHITECTS & ENGINEERS

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
(Motion)
Ayes 4 nayes 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with H2M Architects & Engineers for design and construction administration services for the replacement of the marine bulkhead at the Glen Cove Sewage Treatment Plant, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with H2M Architects & Engineers

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: October 9, 2015

SUBJECT: Proposed Personal Services Agreement with H2M Architects + Engineers
Recommendation of Firm for Detailed Design Services
Glen Cove Wastewater Treatment Plant
Marine Bulkhead Replacement
Proposed Agreement No. S35114-12C

This Department intends to procure detailed design services regarding the replacement of the marine bulkhead along the north side of Glen Cove Creek bordering the Glen Cove Wastewater Treatment Plant. Major components of the project include the removal of the existing steel sheet pile system and replacement either in kind or with composite (FRP) material.

A "Request for Proposals" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposals was posted on the County's website and advertised in *Newsday*.

Technical and Cost Proposals were received from ten (10) firms (listed below) on August 14, 2015. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed design fee (based upon an estimated construction budget of $2,500,000.00).

Firm Name	Tech Rank	Tech Rating	Total Design Fee (Div. A through E)	Total Design Fee with 30% Contingency
H2M	1	89.0	$90,400.00	$117,520.00
Dvirka & Bartilucci	2	87.3	$160,000.00	$208,000.00
LKB	3	85.7	$180,000.00	$234,000.00
LKMA	4	84.7	$98,950.00	$128,635.00
GPI	5	83.7	$185,830.00	$241,579.00
LiRo	6	82.0	$163,770.00	$212,901.00
Cashin	7	81.3	$119,900.00	$155,870.00
GEI	8	79.0	$185,000.00	$240,500.00
McLaren	9	78.0	$106,300.00	$138,190.00
Sidney Bowne	10	76.3	$122,503.00	$159,254.00

Since the proposal from H2M received the highest technical rating and proposed the lowest total design fee, no further clarification was necessary as a basis for selection. Accordingly, in our professional judgment, the proposal submitted by ***H2M*** represents the best value to the County.

Subject: Proposed Personal Services Agreement with H2M Architects + Engineers
Recommendation of Firm for Detailed Design Services
Glen Cove Wastewater Treatment Plant
Marine Bulkhead Replacement
Proposed Agreement No. S35114-12C

The funding for these professional services is available under Capital Project 35114.

In accordance with the procedural guidelines, CSEA will be notified of this proposed agreement.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

Shila Shah-Gavnoudias
Commissioner

SSG:KGA:JLD:cs
c: Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Thomas A. Immerso, Sanitary Engineer II
Loretta V. Dionisio, Hydrogeologist II

APPROVED:

10-9-15

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive

REQUEST TO INITIATE RTI Number 15-0130

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ **RFQ** ☒ **RFP** ☐ **RFBC** ☐ **In-House or Requirements Work Order**

Project Title: Glen Cove WWTP – Marine Bulkhead Replacement

Department: Public Works Project Manager: Thomas A. Immerso Date: May 6, 2015

Service Requested: The Department of Public Works desires to procure a firm to provide engineering services with regard to design and construction for replacement of the entire steel sheet marine bulkhead at the Glen Cove WWTP in Glen Cove, N.Y.

Justification: The existing marine bulkhead has deteriorated to a point beyond repair, jeopardizing the structural stability of the retained embankment. At those locations adjacent to the outfall chamber, failure of the bulkhead would jeopardize the slope and stability of the outfall chamber itself.

Requested by: Department of Public Works – Environmental Engineering Unit Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/***Design***/Construction/CM/Equipment) $150,000 - $300,000
Circle appropriate phase

Total Project Cost: Approx. $2,500,000 (Includes, design, construction and CM) Date Start Work: July, 2015 (Phase being requested) Duration: Six (6) Months (Phase being requested)

Capital Funding Approval: YES ☒ NO ☐ SIGNATURE DATE

Funding Allocation (Capital Project): 35114
See Attached Sheet if multiyear ☐

NIFS Entered : SIGNATURE DATE AIM Entered: Carmen Fitzgerald SIGNATURE 8/15/18/15 DATE

Funding Code: 35114 010 (use this on all encumbrances) Timesheet Code: 15-0130 001 (use this on timesheets)

State Environmental Quality Review Act (SEQRA):
Type II Action ☒, or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation

Department Head Approval: YES ☒ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☒ NO ☐ SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

See Attached Sheet ☐

	Vendor	Quote	Comment
1.	H2M	$117,520.00	LOW PROPOSAL AMT.
2.	D&B	$208,000.00	—
3.	LKB	$234,000.00	—
4.	LKMA	$128,635.00	LOWER TECH. RATING

DCE/Ops Approval: YES NO Signature

Version January 2014

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: **H2M Architects + Engineers**

CONTRACTOR ADDRESS: **538 Broad Hollow Rd, East Melville NY 11747**

FEDERAL TAX ID #: **112235604**

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on July 17, 2015. Potential proposers were made aware of the availability of the RFP by posting on the County website and ad in Newsday. __[#]of potential proposers requested copies of the RFP. Proposals were due on August 14, 2015, and 10 proposals were received and evaluated. The evaluation committee consisted of [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ■ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ■ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ■ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

12/23/15
Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

COUNTY OF NASSAU

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

1. Name of the Entity: H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (dba H2M architects + engineers)

Address: 538 Broad Hollow Road, Fourth Floor East

City, State and Zip Code: Melville, New York 11747

2. Entity's Vendor Identification Number: 11-2235604

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Design Professional Corp. Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Refer to attached sheet.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Refer to attached sheet.

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

H2M Associates, Inc., a New Jersey based firm for providing engineering, planning and environmental services, 119 Cherry Hill Road, Suite 100, Parsippany, New Jersey 07054

H2M Architects & Engineers, Inc., a New Jersey based firm for providing architect and related engineering services, 119 Cherry Hill Road, Suite 100, Parsippany, New Jersey 07054

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None.

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

Not applicable.

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

Not applicable.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: December 3, 2015

Signed: Steven C Hearl

Print Name: Steven C. Hearl, P.E.

Title: Vice President

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

RESPONSES TO PUBLIC DISCLOSURE

H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C.
(D.B.A. H2M architects + engineers)

QUESTION 4

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE	%SHARES
Richard W. Humann, P.E.	[redacted]	Chairman & CEO/President	more than 5%
Gary E. Loesch, P.E., DEE	[redacted]	COO/Executive Vice Pres., Secretary	more than 5%
Dennis M. Kelleher, P.E.	[redacted]	Senior Vice President, Asst. Secretary	more than 5%
Gregory C. Smith	[redacted]	Treasurer & CFO	less than 5%
Jeffrey L. Czajka, P.E.	[redacted]	Senior Vice President	less than 5%
Anthony P. Fisher, P.E.	[redacted]	Senior Vice President	more than 5%
Steven J. Hyman, P.E.	[redacted]	Senior Vice President	less than 5%
Joseph M. Mottola, R.A	[redacted]	Senior Vice President	less than 5%
Frank M. Russo, P.E.	[redacted]	Senior Vice President	less than 5%
Michael Bonacasa, AIA	[redacted]	Vice President	less than 5%
George Desmarais, P.E.	[redacted]	Vice President	less than 5%
Michael N. Gentils	[redacted]	Vice President	less than 5%
Paul J. Granger, P.E.	[redacted]	Vice President	less than 5%
Steven C. Heari, P.E.	[redacted]	Vice President	less than 5%
Ronald B. Lanner, R.A.	[redacted]	Vice President	less than 5%
Sui Y. Leong, P.E.	[redacted]	Vice President	less than 5%
David L. Mammina, P.E.	[redacted]	Vice President	less than 5%
Charles A. Martello, P.E.	[redacted]	Vice President	less than 5%
James Neri, P.E.	[redacted]	Vice President	less than 5%
Guy Y. Page, R.A.	[redacted]	Vice President	less than 5%
Charles V. Pittman	[redacted]	Vice President	less than 5%
Philip J. Schade, P.E.	[redacted]	Vice President	less than 5%
Elizabeth C. Uzzo, SPHR	[redacted]	Vice President	less than 5%
Dennis G. Lindsay	[redacted]	Vice President	less than 5%
Charles Beckert, R.L.A.	[redacted]	Assistant Vice President	No shares
John Schnurr, L.S.	[redacted]	Assistant Vice President	No shares
Saverio J. Belfiore, AIA	[redacted]	Assistant Vice President	less than 5%
Ernest V. Iannucci, P.E.	[redacted]	Assistant Vice President	less than 5%
Paul R. Lageraaen, P.E.	[redacted]	Assistant Vice President	less than 5%
Robert J. Lucas, P.E.	[redacted]	Assistant Vice President	less than 5%
Joseph A. Manzella, P.E	[redacted]	Assistant Vice President	less than 5%
Danny Tanzi, P.E.	[redacted]	Assistant Vice President	less than 5%
Christopher Weiss, P.E.	[redacted]	Assistant Vice President	less than 5%
Renee Marcus	[redacted]	Senior Associate	Less than 5%
Joseph J. Todaro	[redacted]	Senior Associate	Less than 5%
Sharon Norton-Remmer	[redacted]	Senior Associate	Less than 5%
Philip Bianco	[redacted]	Senior Associate	less than 5%
John R. Collins, P.E.	[redacted]	Senior Associate	less than 5%
Michael W. McKeown, P.E.	[redacted]	Senior Associate	less than 5%
Kenneth R. Gehringer, AIA	[redacted]	Senior Associate	less than 5%
Robert E. Ikes, III, R.A.	[redacted]	Senior Associate	less than 5%
Michael W. Keffer, P.E.	[redacted]	Senior Associate	less than 5%
Gregory J. Levasseur, P.E.	[redacted]	Senior Associate	less than 5%
Matthew R. Mohlin, P.E	[redacted]	Senior Associate	Less than 5%
Richard T. Palladino	[redacted]	Senior Associate	Less than 5%
Kevin M. Taylor	[redacted]	Senior Associate	Less than 5%

COUNTY OF NASSAU

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

1. Name of the Entity: H2M Associates, Inc. (a subsidiary of H2M architects + engineers)

   Address: 119 Cherry Hill Road, Suite 100

   City, State and Zip Code: Parsippany New Jersey 07054

2. Entity's Vendor Identification Number: 22-2275101

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

   ____Ltd. Liability Co X Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Refer to attached sheet.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Refer to attached sheet.

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

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None.

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

Not applicable.

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

Not applicable.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: December 3, 2015

Signed: Steven C Hearl

Print Name: Steven C. Hearl, P.E.

Title: Vice President

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

H2M ASSOCIATES, INC.

Question 4

BOARD MEMBERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman
Gary E. Loesch, P.E., DEE	[redacted]	Secretary
Sui Y. Leong, P.E.	[redacted]	Vice President

Questions 5

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.*	[redacted]	Chairman & CEO/President
Gary E. Loesch, P.E., DEE*	[redacted]	COO/Executive Vice Pres., Secretary
Dennis M. Kelleher, P.E.*	[redacted]	Senior Vice President, Asst. Secretary
Gregory C. Smith	[redacted]	Treasurer & CFO
Jeffrey L. Czajka, P.E.	[redacted]	Senior Vice President
Anthony P. Fisher, P.E.	[redacted]	Senior Vice President
Steven J. Hyman, P.E.*	[redacted]	Senior Vice President
Joseph M. Mottola, R.A*	[redacted]	Senior Vice President
Frank M. Russo, P.E.	[redacted]	Senior Vice President
Michael Bonacasa, AIA	[redacted]	Vice President
George Desmarais, P.E.	[redacted]	Vice President
Michael N. Gentils	[redacted]	Vice President
Paul J. Granger, P.E.	[redacted]	Vice President
Steven C. Hearl, P.E.	[redacted]	Vice President
Ronald B. Lanner, R.A.	[redacted]	Vice President
Sui Y. Leong, P.E.	[redacted]	Vice President
David L. Mammina, P.E.	[redacted]	Vice President
Charles A. Martello, P.E.	[redacted]	Vice President
James Neri, P.E.	[redacted]	Vice President
Guy Y. Page, R.A.	[redacted]	Vice President
Charles V. Pittman	[redacted]	Vice President
Philip J. Schade, P.E.	[redacted]	Vice President
Elizabeth C. Uzzo, SPHR	[redacted]	Vice President
Charles Beckert, R.L.A.	[redacted]	Assistant Vice President
John Schnurr, L.S.	[redacted]	Assistant Vice President
Saverio J. Belfiore, AIA	[redacted]	Assistant Vice President
Ernest V. Iannucci, P.E.	[redacted]	Assistant Vice President
Paul R. Lageraaen, P.E.	[redacted]	Assistant Vice President
Robert J. Lucas, P.E.	[redacted]	Assistant Vice President
Joseph A. Manzella, P.E	[redacted]	Assistant Vice President
Danny Tanzi, P.E.	[redacted]	Assistant Vice President
Christopher Weiss, P.E.	[redacted]	Assistant Vice President
Philip Bianco	[redacted]	Senior Associate
John R. Collins, P.E.	[redacted]	Senior Associate
Michael W. McKeown, P.E.	[redacted]	Senior Associate
Kenneth R. Gehringer, AIA	[redacted]	Senior Associate
Robert E. Ikes, III, R.A.	[redacted]	Senior Associate
Michael W. Keffer, P.E.	[redacted]	Senior Associate
Gregory J. Levasseur, P.E.	[redacted]	Senior Associate
Matthew R. Mohlin, P.E	[redacted]	Senior Associate
Richard T. Palladino	[redacted]	Senior Associate
Kevin M. Taylor	[redacted]	Senior Associate

*Shareholders

[redacted]

COUNTY OF NASSAU

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

1. Name of the Entity: H2M Architects & Engineers, Inc.

Address: 119 Cherry Hill Road, Suite 100

City, State and Zip Code: Parsippany New Jersey 07054

2. Entity's Vendor Identification Number: 20-0809570

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Corporation Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Refer to attached sheet.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Refer to attached sheet.

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

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None.

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

Not applicable.

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

Not applicable.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: December 3, 2015

Signed: _____

Print Name: Gary E. Loesch, P.E.

Title: COO/Executive Vice President, Secretary

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

COUNTY OF NASSAU
RESPONSES TO PUBLIC DISCLOSURE

H2M ARCHITECTS & ENGINEERS, Inc.

Question 4

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman & CEO/President*
Gary E. Loesch, P.E., DEE	[redacted]	COO/Executive Vice Pres., Secretary*
Joseph M. Mottola, R.A	[redacted]	Senior Vice President*
Michael Bonacasa, AIA	[redacted]	Vice President*
Sui Y. Leong, P.E.	[redacted]	Vice President*
Gregory C. Smith, CPA	[redacted]	CFO

* - shareholder

Question 5

BOARD MEMBERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman
Gary E. Loesch, P.E., DEE	[redacted]	Secretary
Michael Bonacasa, AIA	[redacted]	Board Member
Sui Y. Leong, P.E.	[redacted]	Board Member
Joseph M. Mottola, R.A	[redacted]	Board Member

[redacted]

[redacted]

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name 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 Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

H2M architects + engineers is not a lobbyist/lobbying organization.

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

No.

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

Not applicable.

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.**

Not applicable

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

Not applicable

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

Dated: December 9, 2015

Signed: Steven C Hearl

Print Name: Steven C. Hearl, P.E.

Title: Vice President

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

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steven C. Hearl, P.E., Vice President

Name and Title of Authorized Representative

m/d/yy

Steven C Hearl

12/9/15

Signature

Date

H2M architects + engineers

Name of Organization

538 Broad Hollow Rd., 4th Floor East, Melville, NY 11747

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Business History Form

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

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: December 9, 2015

1) Bidder's/Proposer's Legal Name: H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (dba H2M architects + engineers)

2) Address of Place of Business: 538 Broad Hollow Road, Fourth Floor East, Melville, NY 11747

List all other business addresses used within last five years:
575 Broad Hollow Road, Melville, NY 11747 prior to October 2013.

3) Mailing Address (if different): _____

Phone : 631.756.8000

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 05-499-2334

5) Federal I.D. Number: 11-2235604

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) Design Professional Corporation

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. H2M Associates, Inc. and H2M Architects & Engineers, Inc. provide professional consulting engineering and architectural services in New Jersey. Both are wholly owned subsidiaries.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No x
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No x If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No x If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No x Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No x Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No x Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No x Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No x Yes ___ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No x___ Yes ___; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No x___ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose: None of the three items below.

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Disclosure will be made to the County if there is a change with regard to 17 a i, ii or iii above.

Attachments to Business History Form

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

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

   Should the bidder/proposer be other than an individual, the bid/proposal should include:

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

   viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

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

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Riverhead Sewer District

Contact Person Supt. Michael Reichel

Address 200 Howell Avenue

City/State Riverhead, NY 11901

Telephone 631.727.3069

Fax # 631.369.3091

E-Mail Address reichel@townofriverheadny.gov

Company Huntington Sewer District

Contact Person Matt Laux, Interim Director, Dept. of Environmental Waste Mgmt.

Address 100 Main Street

City/State Huntington, NY 11743

Telephone 631.351.3186

Fax # 631.351.3330

E-Mail Address mlaux@huntingtonny.gov

Company Village of Patchogue

Contact Person Mayor Paul Pontieri

Address 14 Baker Street

City/State Patchogue, NY 11772

Telephone 631.475.4590

Fax # 631.475.4314

E-Mail Address ppontieri@patchoguevillage.org

CERTIFICATION

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

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

Sworn to before me this 9 day of December 2015

Notary Public

ANDREA L SOBOCINSKI
Notary Public, State of New York
SUFFOLK COUNTY
01SO6213479
Commission Expires Nov 9, 2017

H2M architects + engineers

Name of submitting business

Steven C. Hearl, P.E.

Print name

Signature

Vice President

Title

12 / 9 / 15

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Steven C. Hearl

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 538 Broad Hollow Road, 4th Floor East

   City/state/zip Melville, NY 11747

   Telephone 631.756.8000

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____/____ Shareholder ____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President 4 /30 /12 _____ ____/____/____

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES x___ If Yes, provide details. Shareholder

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO x___ YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO x___ YES ___; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO x___ YES ___ If Yes, provide details.

[redacted]

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO x____ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO x____ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO x___ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO x____ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO x___ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO x___ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO x___ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO x___ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO x___ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO x___ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO x___ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO x___ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO x___ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO x___ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 9 day of December 2015

Andrea L Sobocinski

Notary Public

ANDREA L SOBOCINSKI
Notary Public, State of New York
SUFFOLK COUNTY
01SO6213479
Commission Expires Nov 9, 2017

H2M architects + engineers

Name of submitting business

Steven C. Hearl, P.E.

Print name

Steven C Hearl

Signature

Vice President

Title

12 / 9 / 15

Date

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

H2M ARCHITECTS ENGINEERS LAND SURVEYING AND LANDSCAPE ARCHITECTURE DPC
538 BROAD HOLLOW RD
4TH FLOOR EAST
MELVILLE, NY 11747-5076

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2015 TO 12/31/2017.

DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011903 DUPLICATE

JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

THE UNIVERSITY OF THE STATE OF NEW YORK
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES

H2M ARCHITECTS ENGINEERS LAND SURVEYING AND LANDSCAPE ARCHITECTURE DPC
538 BROAD HOLLOW RD
4TH FLOOR EAST
MELVILLE, NY 11747-5076

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 02/01/2015 TO 01/31/2018.

DOUGLAS E LENTIVECH
DEPUTY COMMISSIONER
FOR THE PROFESSIONS

CERTIFICATE NUMBER
0011934

JOHN B KING JR
PRESIDENT OF THE UNIVERSITY
AND COMMISSIONER OF EDUCATION

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: June 22, 2015

SUBJECT: CSEA Notification of a Proposed DPW Contract
Glen Cove Wastewater Treatment Plant
Marine Bulkhead Replacement
Proposed Contract S35114-012C

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

   Provide design and construction administration services in connection with the repair and/or replacement of the marine sheet-pile bulkhead at the Glen Cove Sewage Treatment Plant.

2. The work involves the following:

   Professional Engineering Services.

3. An estimate of the cost is: $300,000.00

4. An estimate of the duration is: 24 months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA: JLD:WSN:rp
c: Christopher Fusco, Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
Rahkal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
Joseph L. Davenport, Unit Head, Chief Sanitary Engineer
Patricia Kivo, Unit Head, Human Resources
Loretta V. Dionisio, Hydrogeologist II
✓Thomas A. Immerso, Sanitary Engineer II

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) H2M architects + engineers, a consultant engineering firm having its principal office at 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747 (the "Firm" or the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate two (2) years from the commencement date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two (2) years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of the following; design and construction administration services for the replacement of the marine bulkhead at the Glen Cove Sewage Treatment Plant. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **One Hundred Seventeen Thousand, Five Hundred Twenty Dollars ($117,520.00)**.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) 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 County.

(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 County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of

Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "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).

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

7. 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, human rights, a living wage, 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 and hereby made a part hereof. 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, such breach being 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) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure 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.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. 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.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), directly arising out of the willful misconduct or the negligent acts or omissions of the Contractor or a Contractor Agent, 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.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. 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" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) 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 Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. 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 County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County 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 commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) 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.

15. 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.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is

intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. 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.

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

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of **Five Hundred Thirty-three dollars ($533.00)** for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

H2M ARCHITECTS + ENGINEERS

By: Steven C Hearl

Name: STEVEN C. HEARL

Title: VICE PRESIDENT

Date: DECEMBER 9. 2015

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~ Suffolk)

On the 9 day of December in the year 2015 before me personally came Steven Heacc to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk ; that he or she is the Vice President of HaMarchitects + engineers, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

ANDREA L SOBOCINSKI
Notary Public, State of New York
SUFFOLK COUNTY
01SO6213479
Commission Expires Nov 9 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____ ; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT A

DETAILED SCOPE OF SERVICES

2.0 DIVISION A SERVICES

2.1 Condition Assessment

A condition assessment has previously been performed and the report is provided as Attachment C. The Firm is not required to prepare an independent condition assessment, but is required to review the report and use the information contained therein to direct and conduct the necessary site investigation to develop the design.

2.2 Detailed Site Investigation and Technical Design Report

Prepare a Technical Design Report for the proposed Glen Cove STP Marine Bulkhead Replacement. The Technical Design Report (TDR) is to include the following:

1. Direct and conduct such site and/or subsurface investigation as may be required to design an appropriate marine bulkhead replacement
2. Discussion of potential bulkhead replacement solutions and alternatives
3. Recommendations of a solution
4. Schematic design, listing design criteria and basis for design, including calculations
5. Identification and descriptions of permits, notices, environmental assessments and any regulatory requirements related to the proposed bulkhead replacement project
6. Proposed approach to maintaining plant operations and the integrity/stability of the embankment during construction
7. Preliminary design and construction schedule
8. Preliminary construction cost estimate

Provide six (6) copies of the draft TDR for review by NCDPW. Meet and confer with NCDPW and others as/if necessary, to discuss the parameters of the design and review comments on the draft TDR. Finalize the TDR incorporating any revisions and provide six (6) paper copies and an electronic (*.PDF format) copy of the TDR.

3.0 DIVISION B SERVICES

3.1 Detailed Design Services

Upon County approval of the technical design report, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications and estimates for the MARINE BULKHEAD REPLACEMENT suitable for public bidding. It is anticipated that the construction work will be bid as a single project.

1. The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County, and shall control in the event of any conflict or discrepancies.

2. Submittal of bid plans and master specification book in *.PDF format; as well as eight (8) hard copies of each full-size drawings and spec book.

3. During the preparation of these documents the Firm shall perform the following services: Submit preliminary (40% design completion), draft bid (75% design completion) and pre-bid (100% design completion) full size plans and specifications for County review (six [6] sets for each) and approval.

4. Attend review meetings on the average of twice per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.

5. Submit three (3) copies of a draft detailed construction cost estimate (at 40% design completion) and three (3) copies of a final detailed construction cost estimate (at 75% and 100% design completion). The cost estimate will have a breakdown by CSI division for each cost item in the estimate.

6. Prepare and submit the necessary Environmental Impact Forms.

7. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a permit or pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:

   a. New York State Department of Environmental Conservation- Title V Plant-wide Emission Source Update Submittals permits, SPDES General Permit-02 for runoff from construction sites, tidal wetlands permits, etc.

   b. Nassau County agencies-Fire Marshal and/or Health Department

   c. Other Local agencies (Towns, Villages...)

8. Submit written responses to all County review comments.

9. Review the County's Master Project Labor Agreement and undertake a feasibility study to determine whether it would be in the County's best interest to incorporate this project under the terms of the PLA, and if warranted, prepare the addendum to add the project to the PLA and subsequently oversee the execution of the same by the responsible parties.

10. Make periodic site visits as necessary for a complete understanding of the system operation.

11. Submittal of bid plans and a master specification book. The Firm shall have the required number of sets of bid documents printed without the assistance of the County.

12. Review all comments and/or questions posed by prospective bidders.

13. Prepare all necessary addenda to the contract documents.

14. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.

15. If requested, the Firm will provide copies of any and all design calculations.

If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.

In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following the CSI format.

4.0 DIVISION C

4.1 Detailed Design Services

Prior to and during the course of project construction, the Firm shall perform the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with ten (10) sets of conformed plans in paper and *.PDF format and a master specification book.

2. Provide representation at the site(s) pre-construction conference.

3. Review and approve detailed construction, shop and erection drawings.

4. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.

5. Review all laboratory, shop, mill, material and equipment test reports.

6. Prepare supplemental sketches, if required, to reflect actual field conditions.

7. Make periodic field visits as necessary or reasonably required to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.

8. Assist the County in interpreting the construction contract documents.

9. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.

10. Arrange for the Firm's project manager and support staff to attend update (one [I] per month) and job (one [1] per month) meetings.

11. Witness and provide a written report on shop tests for all major equipment.

12. Provide consultation on special construction problems by specialists in specific fields of work.

13. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.

14. Throughout the construction period and at the completion of the construction activities, field verify and check the Prime Construction Contractors' Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm's periodic site visits. This task shall include, but not be limited to the following:

    a. That all equipment is shown as installed and that furnished dimensions are correct.
    b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
    c. That all changes, additions and deletions are shown.
    d. That the record drawings are legible and clearly drawn.
    e. That all supplemental and detailed drawings are included.

15. Check Prime Construction Contractors' prepared as-built drawings and modify digital computer files of contract drawings to reflect work as actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

EXHIBIT B

PAYMENT SCHEDULE

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

Technical Design Report (Division A) - The Contractor shall be paid a total lump sum amount of **Twenty-seven thousand dollars ($27,000.00)** to cover all costs associated with Division A work, as outlined in Section A of Exhibit A.

Detailed Design (Division B) The Contractor shall be paid a total lump sum amount of **Forty-Four thousand nine hundred dollars ($44,900.00)** to cover all costs associated with Division B work, as outlined in Section B of Exhibit A.

Construction Related Services (Divisions C) - The Contractor shall be paid a total lump sum amount of **Eighteen thousand five hundred dollars ($18,500.00)** to cover all costs associated with Division C work, as outlined in Section C of Exhibit A.

Partial Payments - The Contractor's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner.

Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Contractor having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.

Construction Costs - It is agreed that the total cost of construction shall be the final total cost of the construction contract, including extra change order amounts, except that, in computing the cost of construction the following items shall not be included:

a. Fees paid to the Contractor, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.

b. The cost of any and all change orders required by reason of the failure of the Contractor to include such change order items in the contract documents, or by reason of errors made by the Contractor in the preparation of the contract documents.

c. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.

d. Work for which the Contractor has already been paid such as "Extra Work."

In the event the Contractor's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that

the Contractor shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Contractor to perform additional services, then, subject to the approval of the Commissioner, the Contractor shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Contractor to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B and C services, instead of being paid based on the total cost of construction as outlined above, the Contractor shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Contractor.

Extra Services or Additional Costs - If the Contractor is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Contractor; the Contractor shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Contractor, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

For any additional services to be paid on actual salaries the Contractor shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **one hundred seventy five dollars ($175)** per hour.

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 herein 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. 142002, for the purpose of 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.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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 good faith 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 intergovernmental 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:

_____(Name)

_____ (Address)

_____ (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 _____ 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:

_____

_____

_____

_____

_____

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.

December 9, 2015

Dated

Signature of Chief Executive Officer

Richard W. Humann, P.E.

Name of Chief Executive Officer

Sworn to before me this

9 day of December, 2015

Notary Public

ANDREA L SOBOCINSKI
Notary Public, State of New York
SUFFOLK COUNTY
01SO6213479
Commission Expires Nov 9, 2017

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: H2M architects + engineers

2. Dollar amount requiring NIFA approval: $ 117,520.00

Amount to be encumbered: $ 117,520.00

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 24 months

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

4. Funding Source:

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract? ___ Yes ✓ No
If not, will it require a future borrowing? ✓ Yes ___ No

Has the County Legislature approved the borrowing? ✓ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ✓ No ___ N/A

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

The County desires to procure a firm to provide engineering services regarding design and construction for replacement of the entire steel sheet marine bulkhead at the Glen Cove WTP. The existing marine bulkhead has deteriorated to a point beyond repair, jeopardizing the structural stability of the retained embankment. At those locations adjacent to the outfall chamber, failure of the bulkhead would jeopardize the slope and stability of the outfall chamber itself. Replacement will be via either similar steel sheeting or composite FRP material.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Exceeds $50K.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

L Dallen 1/4/16

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

E-27-16

RESPONSES TO PUBLIC DISCLOSURE

H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C. (D.B.A. H2M architects + engineers)

Question 4

BOARD MEMBERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman
Gary E. Loesch, P.E., DEE	[redacted]	Secretary
Dennis M. Kelleher, P.E.	[redacted]	Board Member
Joseph M. Mottola, R.A.	[redacted]	Board Member
Steven J. Hyman, P.E.	[redacted]	Board Member

Question 5

OFFICERS & SHAREHOLDERS	HOME ADDRESS	TITLE
Richard W. Humann, P.E.	[redacted]	Chairman & CEO/President
Gary E. Loesch, P.E., DEE	[redacted]	COO/Executive Vice Pres., Secretary
Dennis M. Kelleher, P.E.	[redacted]	Senior Vice President, Asst. Secretary
Gregory C. Smith	[redacted]	Treasurer & CFO
Michael Bonacasa, AIA	[redacted]	Vice President
Jeffrey L. Czajka, P.E.	[redacted]	Vice President
George Desmarais, P.E.	[redacted]	Vice President
Anthony P. Fisher, P.E.	[redacted]	Vice President
Michael N. Gentils	[redacted]	Vice President
Paul J. Granger, P.E.	[redacted]	Vice President
Steven C. Hearl, P.E.	[redacted]	Vice President
Steven J. Hyman, P.E.	[redacted]	Vice President
Ronald B. Lanner, R.A.	[redacted]	Vice President
Sui Y. Leong, P.E.	[redacted]	Vice President
David L. Mammina, P.E.	[redacted]	Vice President
Charles A. Martelio, P.E.	[redacted]	Vice President
Joseph M. Mottola, R.A	[redacted]	Vice President
James Neri, P.E.	[redacted]	Vice President
Guy Y. Page, R.A.	[redacted]	Vice President
Charles V. Pittman	[redacted]	Vice President
Frank M. Russo, P.E.	[redacted]	Vice President
Philip J. Schade, P.E.	[redacted]	Vice President
Elizabeth C. Uzzo, SPHR	[redacted]	Vice President
Dennis G. Lindsay	[redacted]	Vice President
Charles Beckert, R.L.A.	[redacted]	Assistant Vice President
John Schnurr, L.S.	[redacted]	Assistant Vice President
Saverio J. Belfiore, AIA	[redacted]	Assistant Vice President
Ernest V. Iannucci, P.E.	[redacted]	Assistant Vice President
Paul R. Lageraaen, P.E.	[redacted]	Assistant Vice President
Robert J. Lucas, P.E.	[redacted]	Assistant Vice President
Joseph A. Manzella, P.E	[redacted]	Assistant Vice President
Danny Tanzi, P.E.	[redacted]	Assistant Vice President
Christopher Weiss, P.E.	[redacted]	Assistant Vice President
Philip Bianco	[redacted]	Senior Associate
John R. Collins, P.E.	[redacted]	Senior Associate
Michael W. McKeown, P.E.	[redacted]	Senior Associate
Kenneth R. Gehringer, AIA	[redacted]	Senior Associate
Robert E. Ikes, III, R.A.	[redacted]	Senior Associate
Michael W. Keffer, P.E.	[redacted]	Senior Associate
Gregory J. Levasseur, P.E.	[redacted]	Senior Associate
Matthew R. Mohlin, P.E	[redacted]	Senior Associate
Richard T. Palladino	[redacted]	Senior Associate
Kevin M. Taylor	[redacted]	Senior Associate

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN 19 P 3:55

[redacted]

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

2016 JAN 19 P 3:55

[redacted]

R28

E-28-16

Contract ID#:

Department: Fire Commission

Contract Details

SERVICE _____

NIFS ID #: CQFC16000001 NIFS Entry Date: 01/11/2016 Term: from 01/01/2016 to 12/31/2016

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

Agency Information

Vendor	
Name	Vendor ID#
Vocational Education & Extension Board	11-6002404
Address	Contact Person
30 East Cherry Street	Philip Maloy
Hicksville, New York 11801	Phone
____	516-572-1702

County Department
Department Contact
Scott D. Tusa, Chief Fire Marshal
Address
1194 Prospect Avenue, Westbury, New York 11590
Phone
516-573-9991

Routing Slip

Date Rec'd	Department	Internal Verification	Date Appv'd & Fw'd	Signature	Legal Approval Required
1/11/16	Department	NIFS Entry (Dept) ☒ NIFS Appvl (Dept Head) ☒ Contractors Registered ___	1/11/16		
	OMB	NIFS Approval Contractor Registered ☐	1/14/16		Yes ☐ No ☐ Not required if blanket resolution
1/14/16	County Attorney	CA RE & Insurance Verification ☑	1/14/16		
1/14/16	County Attorney	CA Approval as to form ☑	1/15/16		Yes ☒ No ☐
	Legislative Affairs	Fw'd original contract to CA ☐	1/16/16	Cercette A Rebecca	
	County Attorney	NIFS Approval ☐			
	Comptroller	NIFS Approval ☐			
1/15/16	County Executive	Notorization ☐ Filed with Clerk of Leg. ☐	1/15/16		

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NASSAU COUNTY
CLERK OF THE LEGISLATURE

PR5424 (1/06)

CQFC16000001

Contract ID#:

Department: Fire Commission

Contract Summary

Description: Training of firefighters for 2016

Purpose: Training of firefighters for the 71 volunteer fire departments in Nassau County

Method of Procurement: This service is proprietary in nature. There is only one organization capable of providing this service. Sole Source Provider

Procurement History: Training of firefighters by VEEB has been done since 1962. In 1993 the means of financing this training has been done by means of a personal service contract.

Description of General Provisions: VEEB shall provide fire safety trianing to primary education students and senior citizens as part of a public education program, also provide training in fire suppression and control and other related duties and functions to the Nassau County fire departments, the Nassau County Fire Marshal's office and the volunteer Ambulance Corps

Impact on Funding / Price Analysis: change in funding from last year (2015) from $4,420,188.00 to $4,370,188.00 - a decrease of $50,000.00

Change in Contract from Prior Procurement: none

Recommendation: (approve as submitted)

Advisement Information

Budget Codes	
Fund	FC
Control	10
Resp.	1100
Object	DE500
Transaction	

Funding Source	Amount
Revenue Contract	
County	4370188.00
Federal	
State	
Capital	
Other	
Total	4370188.00

Line	Index/Object Code	Amount
1	FCFCF1100 DE500	$ 4370188.00
2		$
3		$
4		$
5		$
6		$
	Total	$ 4370188.00

APPROVED: 1/14/16

Renewal	
% Increase	
% Decrease	

Document Prepared by: Scott D. Tusa Date 1/08/2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify That This document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 1/15/16
Date	Date	(For Office Use Only)

E#:

PR5254 (1/06)

E-28-16

RULES RESOLUTION NO 28 – 2016

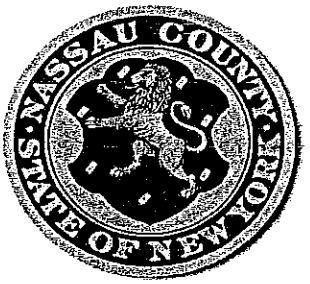
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF FIRE COMMISSION AND THE NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION BOARD

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with the Nassau County Vocational Education and Extension Board to provide vocational education and training for residents of Nassau County, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Nassau County Vocational Education and Extension Board

George Maragos
Comptroller



CQFC16000001

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Vocational Education & Extension Board (VEEB)

CONTRACTOR ADDRESS: 30 E. Cherry St. Hicksville NY 11801

FEDERAL TAX ID #: 11-6002404

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

CQFC16000001

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☒ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

CQFC16000001

☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Scott D. Tiu

Department Head Signature

1-6-16

Date

NOTE: *Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

Edward P. Mangano
County Executive

Thomas E. Tilley
Chief Fire Marshal

Nassau County Fire Commission
Office of Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590-2723
(516) 573-9900

CQFC16000001

INTER-DEPARTMENTAL MEMO

To: GEORGE MARAGOS, COUNTY COMPTROLLER

FROM: SCOTT D. TUSA, CHIEF FIRE MARSHAL

DATE: JANUARY 6, 2016

SUBJECT: EXECUTIVE ORDER #1 -1993, VOCATIONAL, EDUCATIONAL AND EXTENSION BOARD

Pursuant to Executive Order No. 1 of 1993:

The Vocational, Education and Extension Board is a not for profit organization that provides training services for the residents of Nassau County and the 71 volunteer fire departments of the County.

This training for the fire service is done at the Fire Service Academy in Bethpage. The service they provide is unique and there is no other agency that provides this training.

Scott D. Tusa
Chief Fire Marshal

SDT:bl

Edward P. Mangano
County Executive

Scott D. Tusa
Chief Fire Marshal

Nassau County Fire Commission
Office of Fire Marshal
1194 Prospect Avenue
Westbury, New York 11590-2723
(516) 573-9900

CQFC 16 000001

INTER-DEPARTMENTAL MEMO

TO: NASSAU LOCAL 830, CSEA

FROM: SCOTT D. TUSA, CHIEF FIRE MARSHAL

DATE: JANUARY 08, 2016

SUBJECT: SECTION 32 PROCEDURE

Please be advised that this office intends to contract with Vocational Educational and Extension Board, 30 East Cherry Street, Hicksville, New York 11801 in the amount of $4,370,188.00. The term of the Contract is from January 1, 2016 to December 31, 2016.

The purpose of this contract is to provide training services for the 71 volunteer fire departments of Nassau County. In view of the above circumstance, please advise pertaining to Section 32.

Scott D. Tusa
Chief Fire Marshal

VEEB - Section 32 CSEA

This Agreement, dated as of _____, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York, 11501 (the "County"), acting on behalf of the County Department of Fire Commission, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Nassau County Vocational Education and Extension Board, a not for profit corporation having its principal office at 30 East Cherry Street, Hicksville, New York 11801 (the "Contractor").

WITNESSETH:

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

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

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

WHEREAS, in order to meet the needs of the Contractor, the County has always and will continue to provide an advance payment; and

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 January 1, 2016, and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The Services to be provided by the Contractor under this Agreement shall consist of certain vocational education and training for residents of Nassau County, to include but not be limited to the training of primary education students and senior citizens as part of a public education program in fire safety, members of Nassau County Fire Departments, in fire suppression and control and other related duties and functions as part of emergency response, Volunteer Ambulance Corps and Employees of the Office of the Fire Marshal.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement, shall be **FOUR MILLION, THREE HUNDRED SEVENTY THOUSAND, ONE HUNDRED AND EIGHTY-EIGHT ($4,370,188.00)** payable as follows: payments shall be for actual services provided and shall be made pursuant to invoices submitted by the Contractor for invoices submitted during the term of the Agreement commencing January 1, 2016. Payments shall be on a reimbursement basis monthly in arrears. However, an advance payment of **Seven Hundred Fifty Thousand Dollars ($750,000)** shall be made by the County to VEEB no later than January 31, 2016 in order for VEEB to meet its cash obligations in a timely, legal, and efficient manner.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to

the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) 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 County.

(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 County did not desire to receive such services.

(f) Reconciliation; Rollover; Reimbursement Upon Termination. On or before the last day of the third (3rd) month following the termination or expiration of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different Agreement. Payment to the Contractor following termination or expiration of

this Agreement shall not exceed authorized expenditures made prior to termination or expiration.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligations, (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "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 County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) 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, living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws,

ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) 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 shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached 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 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 Standard. Regardless of whether required by Law: (a) The Contractor shall, and shall cause the Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

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

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' 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.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings, which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of an 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" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000.) per occurrence and two million dollars ($2,000,000.) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the

Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Sub Contractor. 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 (ii) in form and substance acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provision required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Charge; 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 Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to

maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. 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 County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County 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 commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's rights to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice if given to the Commissioner.

(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 County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection 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 and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitation on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's actions or special proceeding against the County.

(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 with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the

Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to the Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola,, New York 11501 and (iv) if to the Contractor to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provisions shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms

and conditions set forth above the signature page shall control. To the extent possible, all terms of this Agreement shall 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 County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County for the state and/or federal government.

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

VOCATIONAL EDUCATION AND EXTENSION BOARD

By: _____

Name: Philip F. Malloy, Jr.

Title: Board President

Date: October 30, 2015

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 30th day of October in the year 2015 before me personally came Philip F. Malloy, Jr to me personally known who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the President of VOCATIONAL EDUCATION AND EXTENSION BOARD, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

JUDITH N. ROSEN
Notary Public, State Of New York
No.01RO6070692
Qualified In Nassau County
Commission Expires March 4, 20 18

Judith N. Rosen
NOTARY PUBLIC

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

On the ____ day of ____ in the year 2015 before me personally came _____ to me personally known, who, being by me sworn, did depose and say that he or she resides in the County of _____; that he or she is the Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

_____
NOTARY PUBLIC

Appendix 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 herein 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, for the purpose of 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.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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 good faith 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:

   Philip F. Malloy, Jr. (Name)

   30 E Cherry St., Hicksville NY 11801 (Address)

   (516) 572-1702 (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 ✓ 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:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

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.

October 30, 2015
Dated

Signature of Chief Executive Officer

Philip F. Malloy, Jr.
Name of Chief Executive Officer

Sworn to before me this

30th day of October, 2015.

Judith N. Rosen
Notary Public

JUDITH N. ROSEN
Notary Public, State Of New York
No.01RO6070692
Qualified in Nassau County
Commission Expires March 4, 20 18

VOCATIONAL EDUCATION AND EXTENSION BOARD
County of Nassau
30 E Cherry Street
Hicksville, NY 11801-4302
516-572-1700

Board of Directors
Philip F. Malloy, Jr., President
Christopher P. Shelton, Vice President
Raymond F. Maguire, Clerk
Joseph A. Bentivegna, Deputy Clerk
Angelo M. Catalano
Ralph Esposito
Bernard P. Jaffe
Eugene J. Murray
Keith Scalia

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

HUBBINETTE-COWELL ASSOC INC
1003 Park Blvd, #3
Massapequa Park, NY 11762-2777

CONTACT NAME:
PHONE (A/C, No, Ext): (516)795-1330 FAX (A/C, No): (516)795-5101
E-MAIL ADDRESS: info@hubbinette-cowell.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: AMERICAN ALTERNATIVE INS. CORP.	19720
INSURER B: PERMA	
INSURER C: MEDPRO RRG	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

VOCATIONAL EDUCATION & EXTENSION BOARD, NASSAU COUNTY
30 EAST CHERRY STREET
HICKSVILLE, NY 11801

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			[redacted]	01/01/16	01/01/17	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS / X SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			[redacted]	01/01/16	01/01/17	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			[redacted]	01/01/16	01/01/17	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			[redacted]	01/01/16	01/01/17	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	PROFESSIONAL LIABILITY POLICY			[redacted]	09/01/15	09/01/16	$1,000,000 EACH OCCUR. $6,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS PER FORM #VGL101.

CERTIFICATE HOLDER

NASSAU COUNTY
ONE WEST STREET
MINEOLA, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul A. Cowell Jr

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OBLIGATION BUDGET
CONTROLL CENTER SUMMARY

FUND	DEPARTMENT	CONTROLL CENTER	NUMIS CODE	FISCAL YEAR
	VOCATIONAL EDUCATION & EXTENSION BOARD 30 E Cherry Street, Hicksville, NY 11801-4302			2016

OBJ CLASS	OBLIGATIONS	ORIGINAL TOTAL	ADJUSTMENT 1-Jun	REVISED	RESPONSIBILITY CENTERS (name & number)					
	Personal Service									
AA	Salaries	3,000,000.00	-	3,000,000.00						
AB	Fringe Benefits	2,000,000.00		2,000,000.00						
	Subtotal	5,000,000.00		5,000,000.00						
	Other Than Personnel Service									
BB	Equipment									
CC	Materials & Supplies									
DD	General Expenses	100,000.00		100,000.00						
DE	Contractual Services	100,000.00		100,000.00						
DF	Utilities									
HH	Interfund Charges									
	Subtotal	200,000.00		200,000.00						
	All Other									
	TOTAL OBLIGATIONS	5,200,000.00	-	5,200,000.00						

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

(All contracts submitted on or after April 9, 2012)

1. Vendor: Vocational Education and Extension Board

2. Dollar amount requiring NIFA approval: $ 4,370,188.00

Amount to be encumbered: $ 4,370,188.00

This is a ___ x ___ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 1/1/2016 – 12/31/2016

Has work or services on this contract commenced? ___ Yes ___ No

If yes, please explain: ___

4. Funding Source:

___ General Fund (GEN)
___ Police District Fund (PDD)
___ Police Headquarters Fund (PDH)
x Fire Commission Fund (FCF)
___ Sewer & Storm Water Fund (SSW)
___ Capital Improvement Fund (CAP)
___ Red Light Camera Fund (RLC)
___ Public Utility Authority (PUA)
___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

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

This contract is to provide vocational education and training services to volunteer firefighters, residents, and employees of Nassau County including but not limited to fire safety, fire suppression and control, the National Incident management System, and other related duties and functions.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQFC15000001 - $4,420,188.00 – 1/26/2015
CLFC15000001 - $30,000.00 5/27/2015

NOTE:

At a minimum, all submissions must include current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein. NIFA reserves the right to request additional information as needed.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature Title Date 1/14/16

Print Name

COMPTROLLER'S OFFICE

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

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

If this is a capital project, I certify that the bonding for this contract has been approved by NIFA.

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

All contract submissions MUST include the County's own routing slip.

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

COUNTY OF NASSAU

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

1. Name of the Entity: Nassau County Vocational Education & Extension Board

Address: 30 E Cherry Street

City, State and Zip Code: Hicksville, NY 11804-4302

2. Entity's Vendor Identification Number: 11-6002404

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp not-for-profit 501C3 public organization Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Board President: Philip F Malloy, [redacted]

Board VP: Chris Shelton, [redacted]

Board Clerk: Raymond F Maguire, [redacted]

Board Deputy Clerk: Joseph A Bentivegna, [redacted]

Board Member: Angelo Catalano, [redacted]

Board Member: Ralph Esposito, [redacted]

Board Member: Bernard Jaffe, [redacted]

Board Member: Eugene Murray, [redacted]

Board Member: Keith Scalia, [redacted]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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

Dated: June 24, 2015

Signed: Mary Tyler

Print Name: Mary Tyler, CPA

Title: Treasurer

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

EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 – 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 – 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 – 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 – 2015 remain in full force and effect.

Dated: May 29, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE